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			Qty	Unit Price		
ITEM	SUPPLIES OR SERVI	CES	Purch Unit	Total Item Amount		
0001			1			
			Lot			
	Noun:	SYSTEM	DEVELOPMENT AND	DEMONSTRATION (4 A/C)		
	NSN:	N - Not A	pplicable	, ,		
	Contract type:	V - COST	ΓPLUS INCENTIVE FE	E		
	Inspection:	SOURCE	Ī			
	Acceptance:	SOURCE	-			
	FOB:	SOURCE	-			
	Descriptive Data:					
	The contractor shall accomplish all the effort necessary to design, develop, test, and					
	certify the KC-X Aerial Refueling Tanker Aircraft to meet all KC-X System Specification					
	requirements. This effort shall be accomplished in accordance with Section J, Attachment					
	2 - System Development and Demonstration (SDD) Statement of Work, dated TBD and					
				Plan, dated TBD. The prices		

0002 1 \_\_\_\_\_\_ Lot

and quantities for the SDD CLINs shall be based upon the Section J, Attachment 7 -

Noun: DATA FOR SYSTEM DEVELOPMENT AND

DEMONSTRATION

NSN: N - Not Applicable

DD1423 is Exhibit: A

Incentive Matrix, dated 23 Jan 07.

Contract type: V - COST PLUS INCENTIVE FEE

Inspection: DESTINATION Acceptance: DESTINATION FOB: DESTINATION

Descriptive Data:

The contractor shall provide the data in accordance with Section J, Exhibit A - Contract Data Requirements List (DD Form 1423), dated 22 Jan 07 and Section J, Attachment 2 - SDD Statement of Work, dated TBD.

**CLIN NOT SEPARATELY PRICED** 

ITEM	SUPPLIES OR SERVIC	Qty ES Purch Unit	Unit Price Total Item Amount
0003	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: This CLIN is Firm-Fixed	1 Lot STUDIES AND ANALYSIS N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION Price per labor hour.	

In accordance with Special Contract Requirement H003 and Section J, Attachment 2 - SDD Statement of Work, dated TBD the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

0004 1 \_\_\_\_\_

Noun: LIVE FIRE ASSETS NSN: N - Not Applicable

Contract type: V - COST PLUS INCENTIVE FEE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

In accordance with Section J, Attachment 2 - SDD Statement of Work, dated TBD, the contractor shall furnish KC-X aircraft components as identified in the Live Fire section of the Test and Evaluation Master Plan. Components will be "production representative" to be used for government conducted Live Fire tests. The prices for the SDD CLINs shall be based upon Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVI	CES	Qty Purch Unit	Unit Price Total Item Amount
0005	Noun: SIMULAT NSN: N - Not A DD1423 is Exhibit: A		1 Lot ATOR DATA PACKAGE Applicable ST PLUS INCENTIVE FEE IATION	
	CDRL A070, the contra simulator builder selec	actor shall fu ted. Data wi	IATION chment 2 - SDD Statemen irnish a KC-X simulator da Il be based on KC-X flight	t of Work, dated TBD, and ta package for use by the test data results. The prices of 7 - Incentive Matrix, dated

0006 1 \_\_\_\_\_\_

Noun: AIR CREW TRAINING SYSTEMS REQUIREMENTS

ANALYSIS (TSRA)

NSN: N - Not Applicable

DD1423 is Exhibit: A

Contract type: V - COST PLUS INCENTIVE FEE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

23 Jan 07.

In accordance with Section J, Attachment 2 - SDD Statement of Work, dated TBD and Section J, Exhibit A - Contractor Data Requirement List (CDRL), A070, the contractor shall provide a Training Systems Requirements Analysis and all respective reports (Mission/Task Analysis Report; Training Requirements Analysis Report; Objectives and Media Analysis Report; and, Training System Basis Analysis Report). The prices for the SDD CLINs shall be based upon Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVIO	250	Qty Purch Unit	Unit Price Total Item Amount
I I □ IVI	SUFFLIES ON SERVIC	JES	Fulcii Oliit	Total item Amount
0007			1	
			Lot	
	Noun:	OPERATIO	NS, MAINTENANCE, INS	STALLATION, AND
		TRAINING [	DATA (OMIT)	
	NSN:	N - Not App	licable	
	Contract type:	V - COST P	LUS INCENTIVE FEE	
	Inspection:	SOURCE		
	Acceptance:	SOURCE		
	FOB:	SOURCE		
	Descriptive Data:			
	In accordance with the	Special Contract	ct Requirement H007, Se	ction .L Attachment 2 -

In accordance with the Special Contract Requirement H007, Section J, Attachment 2 - SDD Statement of Work, dated TBD, and Section J, Exhibit A, CDRL TBD (to be proposed by offeror), the contractor shall provide all technical data (including computer software documentation) and computer software necessary to perform depot level maintenance and training systems development for the KC-X. The price shall include only the costs of compiling, reproducing, and providing the technical data and computer software in the format specified by the Government in accordance with the requirements of H007. The prices for the SDD CLINs shall be based upon the Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07.

0008 1 \_\_\_\_\_

Noun: DATA LICENSE FEE

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection:DESTINATIONAcceptance:DESTINATIONFOB:DESTINATION

Descriptive Data:

In accordance with Special Contract Requirements H007 (Delivery and License Rights for Technical Data and Computer Software Necessary for Depot Level Maintenance and Training Systems) and Section J, Attachment 2 - SDD Statement of Work, dated TBD, the contractor grants, or obtains for, the Government license rights for the technical data (including computer software documentation) and computer software described in CLIN 0007 above.

ITEM	SUPPLIES OR SERVICE	S	Qty Purch Unit	Unit Price Total Item Amount
0009	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: In accordance withSectio contractor shall identify at Measurement and Diagno activities. The contractor Equipment for compatibility government. The prices of Attachment 7 - Incentive in the NSN:	DESTINATION DESTINATION J. Attachment provide all postic Equipment will review exity with the KC-for the SDD CL	cable US INCENTIVE FEE DN DN ont 2 - Statement of Worl Deculiar Support Equipr nt required for organizat sting and modified exis -X aircraft and systems LINs shall be based upo	nent and Test tional level maintenance ting base level Support and provide a listing to the
0010	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The Contractor shall deve Attachment 2 - Statement Requirements List (CDRL prices for the SDD CLINs dated 23 Jan 07.	SOURCE SOURCE SOURCE elop technical r t of Work, date s), A041; and	cable US INCENTIVE FEE  manuals in accordance d TBD; Section J, Exhit Section J Attachment 1	oit A - Contract Data
0011	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: This CLIN is established to J, Attachment 4 -Award F Matrix, dated 23 Jan 07.	DESTINATION DESTINATION SOURCE for payment of	cable US AWARD FEE ON ON award fee incentives, in	n accordance with Section tachment 7 - CPIF/AF

Inspection: DESTINATION Acceptance: DESTINATION DESTINATION

Descriptive Data:

The Contractor shall convert all existing commercial manuals and any developed source data related to the militarization modifications for the KC-X aircraft into MIL-PRF-87269 Interactive Electronic Technical Manuals (IETMs) in accordance with the Statement of Work, Attachment 2, dated TBD. The prices and quantities for the this CLIN shall be based upon the KC-X option clause set forth in Special Contract Requirement H013, Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Attachment 9 - Option Matrix, dated 23 Jan 07.

# 1001 OPTION CLIN (supply)

Noun: LOW RATE INITIAL PRODUCTION LOT 1

NSN: N - Not Applicable

DD1423 is Exhibit:

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

In accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD, the contractor shall manufacture and deliver a variable quantity of 4, 5, 6, or 7 KC-X aircraft. The prices and quantities for the LRIP KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013, Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

Proposal evaluation will be based on a quantity of 7 aircraft; however, aircraft will be ordered as required.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
1002	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	SPARE ENGINE N - Not Applicable L - FIXED PRICE INCENTIVE F DESTINATION DESTINATION DESTINATION	IRM

The contractor shall provide 2 engines in accordance Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The engine price includes the warranty acceptance test, quality assurance and configuration management. All engines shall be delivered with an engine acceptance test report in accordance with CDRL B050. The prices and quantities for the KC-X spare engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7, Incentive Matrix dated, 23 Jan 07 and Attachment 9 - Option Matrix, dated 23 Jan 07.

1003 OPTION CLIN (supply)

Noun: DATA FOR LOW RATE INITIAL PRODUCTION

*NSN:* N - Not Applicable

DD1423 is Exhibit: B

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection:SOURCEAcceptance:SOURCEFOB:SOURCE

Descriptive Data:

The contractor shall provide the data in accordance with Section J, Exhibit B - Contract Data Requirements List (DD Form 1423), dated 22 Jan 07; Section J, Attachment 11 - Production Statement of Work, dated TBD; Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

CLIN NOT SEPARATELY PRICED

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
1004	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	STUDIES AND ANALYSIS N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION SOURCE	

This CLIN is Firm-Fixed Price per labor hour.

IIn accordance with Special Contract Requirement H003; Section J, Attachment 11 - Production Statement of Work, dated TBD; and Section J - Attachment 9, Option Matrix, dated 23 Jan 07, the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

1005 OPTION CLIN (supply)

Noun: WING REFUELING POD KITS

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

Contractor shall furnish a variable quantity of 1, 2, 3, 4 or 5 wing refueling pod kits per year. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	ES .	Qty Purch Unit		Unit Price Total Item Amount
1006	OPTION CLIN (supply)				
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	INITIAL SPAI N - Not Applie J - FIRM FIXI SOURCE SOURCE SOURCE	cable ED PRICE	. (100) 1/0 1/	

The contractor shall provide Interim Contractor Support (ICS) KC-X aircraft initial spares for base level requirements in accordance with the Production Statement of Work, Attachment 11 dated TBD. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

For pricing purposes, assume aircraft target quantities.

#### 1007 OPTION CLIN (supply)

Noun: ENGINES FOR INSTALLATION

*NSN:* N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection:SOURCEAcceptance:SOURCEFOB:SOURCE

Descriptive Data:

The contractor shall deliver a variable quantity of KC-X engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. If CLIN 1001 is exercised, CLIN 1007 may be exercised or may not be exercised. If CLIN 1007 is not exercised, the Government will provide engines as Government Furnished Property (GFP).

Proposal evaluation will be based on a quantity of engines necessary for seven aircraft; however, engines will be ordered as required.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount			
1008	OPTION CLIN (supply)		rotal No. 17 timbalis			
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The Contractor shall prov	WARRANTY N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION SOURCE ide warranty in accordance with H0 based upon the KC-X option clause ection J, Attachment 9 - Option Ma	e set forth in Special Contract			
1009	OPTION CLIN (supply)					
	base level requirements li dated TBD. The prices a	SUPPORT EQUIPMENT N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE source ify and provide peculiar Support Equipment the SRD and the Production of quantities shall be based upon the Requirement H013 and Section J, A	n SOW, Attachment 11, he KC-X option clause set			
	For pricing purposes, assume aircraft target quantities.					
2001	OPTION CLIN (supply)					
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	LOW RATE INITIAL PRODUCTION - Not Applicable L - FIXED PRICE INCENTIVE FIR SOURCE SOURCE SOURCE				

The contractor shall manufacture and deliver a variable quantity of 12, 13, 14, or 15 KC-X aircraft in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the LRIP KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07, and Section J, Attachment 9- Option Matrix, dated 23 Jan 07.

Proposal evaluation will be based on a quantity of 12 aircraft; however, aircraft will be ordered as required.

ITEM	SUPPLIES OR SERVIC	Qty ES Purch Unit	Unit Price Total Item Amount
2002	OPTION CLIN (supply)		
	•	DATA FOR LOW RATE INITIAL PROD N - Not Applicable B L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE ride the data in accordance with Section (ICENTIVE Applicable).	J, Exhibit B - Contract

Data Requirements List (DD Form 1423), dated 22 Jan 07; Section J, Attachment 11 - Production Statement of Work, dated TBD; Special Contract Requirement H013, Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

**CLIN NOT SEPARATELY PRICED** 

## 2003 OPTION CLIN (supply)

Noun: INTERIM CONTRACTOR SUPPORT

NSN: N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall provide Interim Contractor Support (ICS) for all delivered KC-X aircraft as described in Section J, Attachment 11 - Production Statement of Work, dated TBD, for a 12 month period starting with option exercise. The prices and quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07, and Section J, Attachment 9- Option Matrix, dated 23 Jan 07.

For pricing purposes, assume aircraft target quantities.

Qty **Unit Price ITEM** SUPPLIES OR SERVICES Purch Unit **Total Item Amount OPTION CLIN** 2004 Noun: OVER AND ABOVE REPAIRS NSN: N - Not Applicable Contract type: Y - TIME AND MATERIALS **SOURCE** Inspection: Acceptance: SOURCE FOB: SOURCE Descriptive Data:

In the event work is determined to be required under this line item and the Administrative Contracting Officer (ACO) concurs in the requirement, the contractor shall be directed in writing by the ACO in accordance with DFARS 252.217-7028 OVER AND ABOVE WORK, AFMCFARS 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES, and Special Contract Requirement H021, to perform the work required. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. For the accomplishment of this work, the hourly rate is fixed at \$\*

## 2005 OPTION CLIN (supply)

Noun: STUDIES AND ANALYSIS

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: SOURCE

Descriptive Data:

This CLIN is Firm-Fixed Price per labor hour.

In accordance with Special Contract Requirement H003; Section J, Attachment 11 - Production Statement of Work, dated TBD; and Section J - Attachment 9, Option Matrix, dated 23 Jan 07, the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

<u>ITEM</u>	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
2006	OPTION CLIN (supply)		
	year. The quantities shall	WING REFUELING POD KITS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE variable quantity of 1, 2, 3, 4 or 5 wing be based upon the KC-X option claus 13 and Section J, Attachment 9 - Option	se set forth in Special

# 2007 OPTION CLIN (supply)

Noun: TYPE 1 TRAINING
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection:SOURCEAcceptance:SOURCEFOB:SOURCE

Descriptive Data:

The contractor shall develop and perform Type 1 training for aircrew and maintenance to support KC-X operations in accordance with Section J, Attachment 11 - Production Statement of Work, dated TBD. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	Qty ES Purch U	nit	Unit Price Total Item Amount
2008	OPTION CLIN (supply)			
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The contractor shall provaccordance with Section The quantities shall be backed.	J, Attachment 11 - Prod ased upon the KC-X opti	tial spares for base luction Statement of ion clause set forth	f Work, dated TBD. in Special Contract
	For pricing purposes, ass	sume aircraft target quar	ntities.	
2009	OPTION CLIN (supply)			
	Noun: NSN: Contract type: Inspection:	MOBILITY READINES N - Not Applicable J - FIRM FIXED PRICE SOURCE		AGE (MRSP)

SOURCE SOURCE

Descriptive Data:

Acceptance:

FOB:

The contractor shall provide and deliver one Mobility Readiness Spare Package for the KC-X as described in Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
2010	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB:	ENGINES FOR INSTALLATION N - Not Applicable L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE	

Descriptive Data:

The contractor shall deliver a variable quantity of KC-X engines in accordance with the Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9- Option Matrix, dated 23 Jan 07. If CLIN 2001 is exercised, CLIN 2010 may be exercised or may not be exercised. If not CLIN 2010 is not exercised, the Government will provide engines as Government Furnished Property (GFP).

Proposal evaluation will be based on a quantity of engines necessary for twelve aircraft; however, engines will be ordered as required.

# **2011** OPTION CLIN (supply)

Noun: SPARE ENGINE NSN: N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection:DESTINATIONAcceptance:DESTINATIONFOB:DESTINATION

Descriptive Data:

The contractor shall provide 2 engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The engine price includes the warranty acceptance test, quality assurance and configuration management. All engines shall be delivered with an engine acceptance test report in accordance with CDRL B050. The prices and quantities for the KC-X spare engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
2012	OPTION CLIN (supply)		
	•	WARRANTY N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION SOURCE  de warranty in accordance with H	•

quantities for the KC-X warranties shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

# **3001** OPTION CLIN (supply)

Noun: FULL RATE PRODUCTION LOT 3

*NSN:* N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The contractor shall manufacture and deliver a variable quantity of 12, 13, 14, 15, 16, 17 or 18 KC-X aircraft in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9- Option Matrix, dated 23 Jan 07.

Proposal evaluation will be based on a quantity of 15 aircraft; however, aircraft will be ordered as required.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
3002	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB:	ENGINES FOR INSTALLATION N - Not Applicable L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE	

Descriptive Data:

The contractor shall deliver a variable quantity of KC-X engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. If CLIN 3001 is exercised, CLIN 3002 may be exercised or may not be exercised. If not CLIN 3002 is not exercised, the Government will provide engines as Government Furnished Property (GFP).

Proposal evaluation will be based on a quantity of engines necessary for fifteen aircraft; however, engines will be ordered as required.

#### 3003 OPTION CLIN (supply)

Noun: DATA FOR PRODUCTION

NSN: N - Not Applicable

DD1423 is Exhibit: B

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The contractor shall provide the data in accordance with Section J, Exhibit B - Contract Data Requirements List (DD Form 1423), dated 22 Jan 07; Section J, Attachment 11 - Production Statement of Work, dated TBD; Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

CLIN NOT SEPARATELY PRICED

ITEM	SUPPLIES OR SERVICE	Qty ES Purch Unit	Unit Price Total Item Amount	
3004	OPTION CLIN (supply)			
	aircraft as described in S TBD, for a 12 month peri the LRIP KC-X shall be b Requirement H013 and S	NSN:  N - Not Applicable  Contract type: L - FIXED PRICE INCENTIVE FIRM  Inspection: DESTINATION  Acceptance: DESTINATION  DESCRIPTIVE Data: The contractor shall provide Interim Contractor Support (ICS) for all delivered KC-X aircraft as described in Section J, Attachment 11 - Production Statement of Work, da TBD, for a 12 month period starting with option exercise. The prices and quantities the LRIP KC-X shall be based upon the KC-X option clause set forth in Special Con Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07. Section J, Attachment 9- Option Matrix, dated 23 Jan 07.		
3005	OPTION CLIN			
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	OVER AND ABOVE REPAIRS N - Not Applicable Y - TIME AND MATERIALS SOURCE SOURCE SOURCE		

Descriptive Data:

In the event work is determined to be required under this line item and the Administrative Contracting Officer (ACO) concurs in the requirement, the contractor shall be directed in writing by the ACO in accordance with DFARS 252.217-7028 OVER AND ABOVE WORK and AFMCFARS 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES, and Special Contract Requirement H021, to perform the work required. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. For the accomplishment of this work, the hourly rate is fixed at of \$\* \_\_\_\_\_\_.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price t Total Item Amoun	
3006	OPTION CLIN (supply)			_
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: This CLIN is Firm-Fixed F	STUDIES AND ANALYS N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION SOURCE rice per labor hour.	BIS	

In accordance with Special Contract Requirement H003; Section J, Attachment 11 - Production Statement of Work, dated TBD; and Section J - Attachment 9, Option Matrix, dated 23 Jan 07, the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

3007 OPTION CLIN (supply)

Noun: WING REFUELING POD KITS

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection:SOURCEAcceptance:SOURCEFOB:SOURCE

Descriptive Data:

Contractor shall furnish a variable quantity of 1, 2, 3, 4 or 5 wing refueling pod kits per year. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
3008	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	SPARE ENGINE N - Not Applicable L - FIXED PRICE INCENTIVE FI DESTINATION DESTINATION DESTINATION	IRM

The contractor shall provide 2 engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The engine price includes the warranty acceptance test, quality assurance and configuration management. All engines shall be delivered with an engine acceptance test report in accordance with CDRL B050. The prices and quantities for the KC-X spare engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

3009 OPTION CLIN (supply)

Noun: WARRANTY
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: SOURCE

Descriptive Data:

The Contractor shall provide warranty in accordance with H023. The prices and quantities for the KC-X warranties shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

<u>ITEM</u>	SUPPLIES OR SERVIC	Qty ES Purch Unit	Unit Price Total Item Amount
4001	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	FULL RATE PRODUCTION LOT 4 N - Not Applicable L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE SOURCE	

The contractor shall manufacture and deliver a variable quantity 12, 13, 14, 15, 16, 17 or 18 KC-X aircraft in accordance with Section J. Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013, Section J, Attachment 7 -Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

Proposal evaluation will be based on a quantity of 15 aircraft; however, aircraft will be ordered as required.

#### 4002 OPTION CLIN (supply)

**ENGINES FOR INSTALLATION** Noun:

NSN: N - Not Applicable

L - FIXED PRICE INCENTIVE FIRM Contract type:

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The contractor shall deliver a quantity of engines necessary for fifteen KC-X aircraft in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013, Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. If CLIN 4001 is exercised, CLIN 4002 may be exercised or may not be exercised. If CLIN 4002 is not exercised, the Government will provide engines as Government Furnished Property (GFP).

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
4003	OPTION CLIN (supply)		
	Noun: NSN: DD1423 is Exhibit: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The contractor shall provi	DATA FOR PRODUCTION N - Not Applicable B L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE SOURCE de the data in accordance with Section	n J, Exhibit B - Contract

The contractor shall provide the data in accordance with Section J, Exhibit B - Contract Data Requirements List (DD Form 1423); Section J, Attachment 11 - Production Statement of Work, dated TBD; Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

**CLIN NOT SEPARATELY PRICED** 

#### **4004** OPTION CLIN (supply)

Noun: INTERIM CONTRACTOR SUPPORT

*NSN:* N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall provide Interim Contractor Support (ICS) for all delivered KC-X aircraft as described in Section J, Attachment 11 - Production Statement of Work, dated TBD, for a 12 month period starting with option exercise. The prices and quantities for the LRIP KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013, Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07, and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

For pricing purposes, assume aircraft target quantities.

Qty **Unit Price ITEM** SUPPLIES OR SERVICES Purch Unit **Total Item Amount OPTION CLIN** 4005 Noun: OVER AND ABOVE REPAIRS NSN: N - Not Applicable Contract type: Y - TIME AND MATERIALS Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data:

In the event work is determined to be required under this line item and the Administrative Contracting Officer (ACO) concurs in the requirement, the contractor shall be directed in

writing by the ACO in accordance with DFARS 252.217-7028 OVER AND ABOVE WORK and AFMCFARS 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES, and Special Contract Requirement H021, to perform the work required. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. For

the accomplishment of this work, the hourly rate is fixed at \$\* \_\_\_\_\_.

#### **4006** OPTION CLIN (supply)

Noun: STUDIES AND ANALYSIS

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: SOURCE

Descriptive Data:

This CLIN is Firm-Fixed Price per labor hour.

In accordance with Special Contract Requirement H003; SectionJ, Attachment 11 - Production Statement of Work dated TBD; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07, the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
4007	OPTION CLIN (supply)		
	year. The quantities shal	WING REFUELING POD KITS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE variable quantity of 1, 2, 3, 4 or 5 be based upon the KC-X option of 13 and Section J, Attachment 9 -	clause set forth in Special

# 4008 OPTION CLIN (supply)

07.

Noun: TYPE 1 TRAINING
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE

Descriptive Data:

The contractor shall develop and perform Type 1 training for aircrew and maintenance to support KC-X operations in accordance with Section J, Attachment 11 - Production Statement of Work, dated TBD. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVICE	S	Qty Purch Unit	Unit Price Total Item Amount
4009	OPTION CLIN (supply)			
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	SPARE ENG N - Not Applic L - FIXED PR DESTINATIO DESTINATIO DESTINATIO	cable RICE INCENTIVE FIRM IN IN	

The contractor shall provide 2 engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The engine price includes the warranty acceptance test, quality assurance and configuration management. All engines shall be delivered with an engine acceptance test report in accordance with CDRL B050. The prices and quantities for the KC-X spare engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

# **4010** OPTION CLIN (supply)

Noun: WARRANTY
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION

Acceptance: DESTINATION
FOB: DESTINATION
SOURCE

Descriptive Data:

The Contractor shall provide warranty in accordance with H023. The prices and quantities for the KC-X warranties shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

<u>ITEM</u>	SUPPLIES OR SERVIC	Qty ES Purch Unit	Unit Price Total Item Amount
5001	OPTION CLIN (supply)		
	Noun: NSN: Contract type: Inspection: Acceptance: FOB:	FULL RATE PRODUCTION LOT 5 N - Not Applicable L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE	

Descriptive Data:

The contractor shall manufacture and deliver a variable quantity 12, 13, 14, 15, 16, 17 or 18 KC-X aircraft in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

Proposal evaluation will be based on a quantity of 15 aircraft; however, aircraft will be ordered as required.

## **5002** OPTION CLIN (supply)

Noun: ENGINES FOR INSTALLATION

*NSN:* N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection:SOURCEAcceptance:SOURCEFOB:SOURCE

Descriptive Data:

The contractor shall deliver a quantity of engines necessary for fifteen KC-X aircraft in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The prices and quantities for the KC-X engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. If CLIN 5001 is exercised, CLIN 5002 may be exercised or may not be exercised. If CLIN 5002 is not exercised, the Government will provide engines as Government Furnished Property (GFP).

ITEM	SUPPLIES OR SERVICE	Qty ES Purch Unit	Unit Price Total Item Amount
5003	OPTION CLIN (supply)		
	Noun: NSN: DD1423 is Exhibit: Contract type: Inspection: Acceptance: FOB: Descriptive Data: The contractor shall prov	DATA FOR PRODUCTION N - Not Applicable B L - FIXED PRICE INCENTIVE FIRM SOURCE SOURCE SOURCE SOURCE	Exhibit B - Contract

The contractor shall provide the data in accordance with Section J, Exhibit B - Contract Data Requirements List (DD Form 1423), dated 22 Jan 07; Section J, Attachment 11 - Production Statement of Work, dated TBD; Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

**CLIN NOT SEPARATELY PRICED** 

#### 5004 OPTION CLIN (supply)

Noun: INTERIM CONTRACTOR SUPPORT

NSN: N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall provide Interim Contractor Support (ICS) for all delivered KC-X aircraft as described in Section J, Attachment 11 - Production Statement of Work, dated TBD, for a 12 month period starting with option exercise. The prices and quantities for the LRIP KC-X shall be based upon the KC-X option clause set forth in Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

For pricing purposes, assume aircraft target quantities.

Qty **Unit Price ITEM** SUPPLIES OR SERVICES Purch Unit **Total Item Amount OPTION CLIN** 5005 Noun: OVER AND ABOVE REPAIRS NSN: N - Not Applicable Contract type: Y - TIME AND MATERIALS **SOURCE** Inspection: Acceptance: SOURCE FOB: SOURCE Descriptive Data:

In the event work is determined to be required under this line item and the Administrative Contracting Officer (ACO) concurs in the requirement, the contractor shall be directed in writing by the ACO in accordance with DFARS 252.217-7028 OVER AND ABOVE WORK and AFMCFARS 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES, and Special Contract Requirement H021, to perform the work required. The quantities shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07. For the accomplishment of this work, the hourly rate is fixed at \$\*

#### 5006 OPTION CLIN (supply)

STUDIES AND ANALYSIS Noun:

NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE

Inspection: **DESTINATION** Acceptance: **DESTINATION** FOB: SOURCE

Descriptive Data:

This CLIN is Firm-Fixed Price per labor hour.

In accordance with Special Contract Requirement H003, Section J. Attachment 11 -Production Statement of Work, dated TBD, and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07, the proposal evaluation will be based on a quantity of 50,000 Hours. Multiple studies against the 50,000 hours will be ordered as required.

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount	
5007	OPTION CLIN (supply)			
		WING REFUELING POD KITS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE variable quantity of 1, 2, 3, 4 or 5 wing be based upon the KC-X option clause		

Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan

5008 OPTION CLIN (supply)

Noun: SPARE ENGINE NSN: N - Not Applicable

Contract type: L - FIXED PRICE INCENTIVE FIRM

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The contractor shall provide 2 engines in accordance with Section J, Attachment 1 - KC-X System Specification, dated TBD and Section J, Attachment 11 - Production Statement of Work, dated TBD. The engine price includes the warranty acceptance test, quality assurance and configuration management. All engines shall be delivered with an engine acceptance test report in accordance with CDRL B050. The prices and quantities for the KC-X spare engines shall be based upon the KC-X option clause set forth in Special Contract Requirement H013; Section J, Attachment 7 - Incentive Matrix, dated 23 Jan 07; and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

ITEM	SUPPLIES OR SERVIC	Qty ES Purch Unit	Unit Price Total Item Amount	
5009	OPTION CLIN (supply)			
	Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	WARRANTY N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION SOURCE	23. The quantities for the	

The Contractor shall provide warranty in accordance with H023. The quantities for the KC-X warranties shall be based upon the KC-X option clause set forth in Special Contract Requirement H013 and Section J, Attachment 9 - Option Matrix, dated 23 Jan 07.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

#### 653 AESS/B001 CONTRACT TYPE: FIXED-PRICE-INCENTIVE - FIRM TARGET (DEC 2006)

The target cost, target profit, and target price contemplated by the contract clause entitled, "Incentive Price Revision -- Firm Target," are set forth in Section H, Clause H018. The contract line items subject to price revision, ceiling price, and the profit adjustment formula are set forth in 52.216-16.

Applicable to following Line Items: 1001, 1002, 1003, 1007, 2001, 2002, 2003, 2010, 2011, 3001, 3002, 3003, 3004, 3008, 4001, 4002, 4003, 4004, 4009, 5001, 5002, 5003, 5004, 5008
Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.

#### 653 AESS/B002 CONTRACT: COST-PLUS-INCENTIVE-FEE (DEC 2006)

The target cost and fee for this contract are shown in Section H, Clause H018. The applicable target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the Contracting Officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work.

Applicable to following Line Items: 0001, 0002, 0004, 0005, 0006, 0007, 0009, 0010, 0012 Applies to Cost-Plus-Incentive-Fee CLIN(s) only.

#### **B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) (TAILORED)**

Total Price TBD Offeror (insert total price)

Applicable to following Line Items: 0003, 0008, 1004, 1005, 1006, 1008, 1009, 2005, 2006, 2007, 2008, 2009, 2012, 3006, 3007, 3009, 4006, 4007, 4008, 4010, 5006, 5007, 5009

Applies to Firm-Fixed-Price CLIN(s) only.

# B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997) (TAILORED)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 2004, 3005, 4005, 5005 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

#### CATEGORIES HOURLY RATE

TBD Offeror (insert categories and hourly rate(s). Hourly rates should be shown for each category by Government Fiscal Year, Contractor Fiscal Year or by specific calendar periods)

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is TBD Gov (insert ceiling price).

Applies to Time-and-Materials CLIN(s) only.

## **B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) 0012, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before 60 days prior to the option exercise date. If the Government exercises this option(s) by the time specified in the attachment, the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

in Section J, Attachment 9 Option Matrix

#### **B054 IMPLEMENTATION OF LIMITATION OF FUNDS (DEC 2005)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLINS TBD Gov through TBD Gov is \$\$ TBD Gov. It is estimated that this amount is sufficient to cover performance through TBD Offeror.

Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s) only.

#### B055 IMPLEMENTATION OF LIMITATION OF FUNDS - ALTERNATE (MAR 2006)

- (a) The sum allotted to this contract and available for payment of costs under TBD Gov through TBD Gov in accordance with the clause in Section I entitled "Limitation of Funds" is \$\$ TBD Gov.
- (b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of TBD Offeror is obligated for payment of fee for work completed under CLINs TBD Gov. Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s) only.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

# C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK (MAY 1997)

Reference to specific paragraphs of the Statement of Work (SOW) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

# C003 INCORPORATED DOCUMENTS/REQUIREMENTS (AUG 2006) (TAILORED)

(a) The following documents are a part of this contract:

See Attachments and Exhibits in Section J

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9005 SHIPPING CONTAINER MARKING (AFMC) (MAR 2003)

Para (a). Current edition. 'P(3)'

Para (b). Current edition. 'P(3)'

Para (c). Current edition. 'P(3)'

Para (c). Additional marking or bar code requirements: 'in the solicitation and

subsequently in the Statement of Work'

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)

5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (AUG 2002)

Current edition. 'with Notice 1'

Current edition. 'P(3)' 5352.247-9010 ENGINEERED OR SPECIALIZED CONTAINERS (AFMC) (AUG 2002)

Para (a). Current edition. '1D(1)'

Para (a). Current edition. 'A'

Para (c). Current edition. 'A'

5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)

5352.247-9013 PACKAGING DATA (AFMC) (AUG 2002)

Current edition. 'D(1)'
Current edition. 'B'

Current edition. 'B'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

#### 653 AESS/D001 PACKAGING REQUIREMENTS (AFMC FORM 158) (NOV 2006)

AFMC Form 158 is incorporated in Section J, Attachment 8

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

INSPECTION OF SUPPLIES FIXED-PRICE (AUG 1996)			
INSPECTION OF SUPPLIES FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985)			
INSPECTION OF SUPPLIES COST-REIMBURSEMENT (MAY 2001)			
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)			
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) - ALTERNATE I (APR 1984)			
INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001)			
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: 'Quality Management System - Aerospace - Requirements AS9100 Rev B January 2004 N/A'			
CERTIFICATE OF CONFORMANCE (APR 1984) RESPONSIBILITY FOR SUPPLIES (APR 1984) Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.			

# B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	Noun:  ACRN: Descriptive Data: SDD Aircraft shall be delivered  1st SDD Aircraft Delivery TBD 2nd SDD Aircraft Delivery TBD 3rd SDD Aircraft Delivery TBD 4th SDD Aircraft Delivery TBD	A/C) 9			D DEMONSTF	RATION (4
0002		1	U			ASREQ
	Noun:  Descriptive Data: Contractor shall deliver data for List (DD Form 1423), Exhibit A	DEMONS	TRATION		PMENT AND	ements
0003		1	U			ASREQ
	Noun: Descriptive Data: Upon completion of each study DD250 for payment.		AND ANA		ontractor shal	l submit a
0004		1	U			ASREQ
	Noun:	LIVE FIRE	ASSETS			
	Descriptive Data: Contractor shall furnish KC-X a	ircraft comp	onents for	Live Fire T	ests by TBD.	
0005		1	U		30	Nov 2009
	Noun: Descriptive Data: Contractor shall furnish a KC-X selected by 30 Nov 2009.		OR DATA l			or builder

<u>ITEM</u>	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	<u>DATE</u>
0006		1	U		31	Dec 2009
	Noun:  Descriptive Data: Contractor shall provide a Train reports by 31 Dec 2009.	ANALYSIS	S (TSRA)		MS REQUIRE	
0007	Noun:	1 OPERATIO	U ONS, MAIN	NTENANCI	E, INSTALLA	ASREQ TION, AND
	Descriptive Data: Contractor shall provide all tech and computer software necessa Offeror TBD.	TRAINING nical data (	DATA (O	MIT) omputer so	oftware docur	nentation)
0008		1	U			ASREQ
	Noun: Descriptive Data: Contractor grants, or obtains for (including computer software do	r, the Gover		nse rights		
0009		1	U			ASREQ
	Noun: Descriptive Data: Contractor shall identify and pro Measurement and Diagnostic E activities by TBD.	vide all ped		ort Equipm		
0010		1	U			ASREQ
	Noun: Descriptive Data: Contractor shall develop technic		AL MANUA	ALS		
0011		1	U			ASREQ
	Noun: Descriptive Data: TBD	AWARD F	EE			

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.242-15	STOP-WORK ORDER (AUG 1989)
	Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s), Fixed-Price Incentive
	(Firm Target) CLIN(s) only.
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.242-16	STOP-WORK ORDER FACILITIES (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.247-29	F.O.B. ORIGIN (FEB 2006)
52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-48	F.O.B. DESTINATION EVIDENCE OF SHIPMENT (FEB 1999)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN
	2003)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT SMALL PACKAGE SHIPMENTS (JAN 1991)

# B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9003 F.O.B. POINT FOR U.S. SHIPMENTS ORIGINATING OUTSIDE THE CONTINENTAL

U.S. (AFMC) (JUL 1997)

Para (b)(1), name and location of APOE: 'Dover

Charleston McGuire Travis McChord'

Para (b)(2), name and location of WPOE: '1K2 PHILADELPHIA, PENNSYLVANIA

1L1 BALTIMORE, MARYLAND

1MM NORFOLK NAVAL BASE (SDDC SHIP OPERATIONS

1PK CHARLESTON MILITARY PORT. SOUTH CAROLINA US

3C5 STOCKTON, SAN FRANCISCO, UPPER BAY US

3DS OAKLAND, SEALAND TERMINAL, SAN FRANCISCO, LOWER BAY US

4DL SEATTLE SDDC TERMINAL, PUGET SOUND US'

Para (c), Government designated mode of shipment: 'APOE and WPOE'

5352.291-9006 DELAY OF AIRCRAFT INPUT (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

#### F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998) (TAILORED)

The respective performance period(s) for option(s) identified in Section B is as follows:

See Section J, Attachment 9 - Option Matrix

All vouchers and invoices submitted for payment to DFAS shall include payment breakdowns by appropriation and ACRN. Cost vouchers will include in the backup documentation, a list of cost CLINs and amounts billed to date for each CLIN. On each electronic voucher the contractor shall provide separate subtotals to show the amount of work charged to each CLIN and SUBCLIN/SUBLINE (to include ACRN). This will ensure the correct CLIN/SUBCLIN/SUBLINE and ACRN are charged.

DFAS Payment Instructions: Disbursement needs to be IAW the breakdown by ACRN listed on the Contractor's billing form.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

# G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999) (TAILORED)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to AFMCLO/JAZ Bldg 11

2240 B Street

Wright-Patterson AFB, OH 45433-7109

The AFMCLO/JAZ patent administrator can be reached at 937-255-5055 ext 261.

This notice also constitutes a request (see FAR 52.227-12(f)(10), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

### A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

## 52.234-04 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006) (TAILORED)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard 748 (current version at time of award), the Contractor shall--
  - (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted NLT 180 days after contract award.
  - (d) The Contracting Officer may require an IBR at--
    - (1) Exercise of significant options; or
    - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

## **B. OTHER CONTRACT CLAUSES IN FULL TEXT**

# 653 AESS/H001 CHANGE PROPOSALS AND PROCEDURES IAW 52.243 "CHANGES CLAUSE"/PROFIT/FEE RATE (AUG 2006)

(a) All Engineering Change Proposals (ECPs) and Contract Change Proposals (CCPs) whether submitted at the Government's request or upon the contractor's own initiative, shall be submitted in accordance with Section J, Exhibit A, CDRL A067and B063, Contract Change Proposal and A008 and

- B008, Engineering Change Proposal and this clause. The Contracting Officer may at any time, in writing, request the Contractor to prepare and submit a CCP or an ECP.
- (b) When the Contractor submits an ECP/CCP, it shall be in accordance with and contain the information required by the Statement of Work, Special Contract Requirements of this contract, and the Contract Clauses of this contract.
- (c) In all instances it shall be the goal of the parties to identify changes far enough in advance to be able to negotiate and process contract modifications on a routine basis. Accordingly, the Contractor's proposal shall be submitted on a firm basis with appropriate cost or pricing supporting data.
  - (d) Specific information which must be contained in each firm change includes:
- (1) Separate price adjustments shall be provided for each Line Item of the basic contract, each option, and data, as necessary.
- (2) The Contractor shall submit cost and pricing data in accordance with FAR 15.408 for all firm proposals in excess of \$650,000 (whether it is an increase in price or decrease in price or a combination thereof).
- (e) If combined increases and decreases for the Change Proposal exceed \$650,000 the Contractor shall submit a signed Certificate of Current Cost or Pricing Data to the Contracting Officer at the time of agreement upon the price of the Change Proposal.
- (f) All Change Proposals shall remain valid for a period of not less than one hundred twenty (120) days from the date of submission to the Government.
- (g) Every modification to this contract shall constitute a full, complete and final settlement for all prices, terms and conditions relating to every CLIN (including options).
- (h) The cost of preparing changes proposals (ECPs and CCPs) shall be included in each proposal. In the event the proposal is approved by the Government, the negotiated price shall recognize and include the negotiated preparation costs. The contract geometry and profit/fee rate for any post award change or modification shall be the same as that which was negotiated for the basic CLIN affected by the change. In the event the proposal is disapproved by the Government, proposal preparation costs shall be negotiated. For unsolicited proposals submitted by the Contractor, the Contractor will absorb all proposal preparation costs as a normal cost of doing business.
- (i) Service Bulletins (SB). Service Bulletins are an OEM notification to applicable operators of a change which impacts aircraft configuration, part numbers and support services. SBs associated with Class I changes shall be proposed/authorized in accordance with paragraph (a) above.
- (j) Basis of Estimate for Commercial Items. The contractor for the purposes of this contract shall provide substantiation and a basis of estimate for changes in accordance with the following guidance:
- 1. Class II type changes: top level price substantiation with no material, labor, other cost, rates, or other detail. Incorporation of Class IIs are the contractor's responsibility at no additional cost to the Government.
- 2. Service bulletin type changes: top level price substantiation consistent with the commercial industry incorporation of the change in the worldwide fleet.
- 3. Class I type changes: detailed price substantiation to include separation of price into material, labor, and other costs including price segregation between nonrecurring and recurring. Material shall be separated in major elements to include:

- i. vendor and/or subcontract estimates by vendor and/or subcontract including any segregation of price elements consistent with the contractors analysis of price reasonableness;
  - ii. in house engineering estimates of major material elements; and
  - iii. other major elements of material.
- (k) Labor shall be separated into major elements by major tasks and major functional areas of expertise e.g. engineering and manufacturing, by hours for each. The labor substantiation shall not include individual rates for any element or area loaded or otherwise. Other costs shall be separated into major elements including travel and other direct costs. Nonrecurring shall be separated into major elements consistent with the original proposal of the KC-X, i.e. manufacturing, test, avionics, mechanical, structures, systems, and program management. The substantiation shall identify drawing counts and software lines of codes if applicable by type by major task. The substantiation in part or in total shall not include any detail on earnings or profit.

### 653 AESS/H002 CONFIGURATION BASELINES AND CHANGES (AUG 2006)

The KC-X program (comprising the air vehicle, personnel, support and training configuration baselines) shall be managed as follows:

The functional performance, allocated requirements, and product configuration identification and baselines shall be defined and documented in accordance with the contractor's Configuration Management Plan using MIL-STD-61A and EIA-649 as guidance documents. The term "end item" is synonymous with "configuration item."

#### Functional Baseline:

The functional and performance requirements baseline for the KC-X program shall be defined by the most current approved version of the System Specification and approved Specification Change Notices (SCNs) incorporated herein by reference. The requirements baseline for the KC-X program shall be established at contract award by the System Specification. Changes to this baseline shall require Government approval through an Engineering Change Proposal submitted to the Government for contractual action.

#### Allocated Baseline:

- a. The allocated baseline for the KC-X shall be defined by the most current version of the Air Vehicle Subsystem Specification. The allocated baseline shall be established after successful Preliminary Design Review and not later than successful Critical Design Review. The allocated baseline shall be managed by the contractor.
- b. The allocated baseline for KC-X end items (which includes software) below the System and Air Vehicle level shall define the functional/performance requirements, interface requirements, and technical constraints for each major end item. Subordinate allocated requirements for major end items of the System and/or Air Vehicle will be incrementally established as the design matures but not later than prior to fabrication, design, and coding. The allocated baseline specifications will be managed by the contractor.

# **Product Configuration Baseline:**

The product baseline, to include Commercial Off The Shelf (COTS), for the KC-X end items shall be defined by a detailed expansion of the content of the allocated baseline by incorporating performance specifications, engineering drawings, vendor data sheets, and software code listings. The product baseline shall be established upon completion of a successful Physical Configuration Audit (PCA), or equivalent, and released into the contractor's release system. The product baseline shall be managed by the contractor. As such, when the service bulletin baseline for the commercial aircraft changes all

previously delivered aircraft configuration baselines should be updated to the same configuration at no additional cost to the Government.

# 653 AESS/H003 STUDIES AND ANALYSES COSTS (AUG 2006)

In accordance with Attachment 2, SDD Statement of Work, Attachment 11, Production Statement of Work and when directed by the Contracting Officer (CO), the contractor shall provide studies and analyses related to design, integration, testing, logistics, maintenance, and operation of the KC-X aircraft. Studies and analyses shall include, but are not limited to, systems engineering, logistics management, configuration management, quality assurance, field data collection, investigation and corrective action necessary to support operational users, airworthiness, systems safety, accident investigations, design tradeoffs to improve reliability and maintainability and Government logistics analyses.

Upon identification of the need for a specific study or analysis, the CO will provide the contractor with a description of the required study and request the contractor to submit a study Statement of Work (SOW) and a proposed completion date for the study and , if different, a proposed delivery date for the study report. Detailed requirements for data, including the final report, will be identified in the task SOW. Required data will be identified on the Data Accession List. Upon agreement of the SOW and completion date, the contractor shall provide the Government CO within 5 working days, a Not To Exceed (NTE) estimate of hours required to complete the effort. If the proposed NTE is acceptable, the CO will authorize the study task. The contractor shall notify the CO when 90% of the NTE hours on a given task have been expended and provide an estimate of the additional hours required to complete the task from that point. If the study is at any time expected to exceed the NTE hours or completion date the CO shall be notified in writing and the authorized hours, due date, and/or the scope of the task will be adjusted accordingly by direction of the CO. If the contractor reaches the NTE hours authorized and additional hours have not been authorized, the Contractor shall stop work until the additional hours are approved.

Upon completion of each study and submittal of the report, the contractor shall submit a DD250 for payment.

The contractor shall maintain status of all open tasks, with hours authorized, original completion date, expected completion date, expended hours, and expected hours at completion. This status shall be reported to the Government on a periodic basis.

The composite rate for the conduct of all CLIN 0003, 1004, 2005, 3006, 4006, and 5006 study tasks is TBD (offeror) with the following justification (TBD-offeror)

	Labor Category	Rate	% of Composite
a. b.			
υ.	Indirect Cost	% of Labor	% of Composite

# 653 AESS/H004 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (SEP 2006)

- (a) Purpose. This clause establishes a procedure by which the parties agree to change this contract per the Changes clause of this contract without an equitable adjustment to the contract price. The parties agree that each change not exceeding \$100,000.00, which also does not affect the contract delivery or performance schedules or any other contract clause, term or condition shall be a change having no effect on the contract price. For cost contracts, there will be no fee adjustment for each change not exceeding \$100,000.00 which does not affect contract delivery or performance, or any contract provision.
- (b) Procedure. When it is proposed to make a change under the Changes clause and both parties agree that such a change shall require no equitable adjustment as contemplated by paragraph (a) of this clause, the Contractor shall submit a written proposal or offer to accomplish the proposed change without an

equitable adjustment. If the Contracting Officer determines no adjustment is necessary, the Contractor's proposal may be accepted by issuing a unilateral modification using an SF Form 30, Amendment of Solicitation/Modification of Contract. The modification shall (1) be issued under the Changes clause; (2) cite this clause; (3) reference the Contractor's proposal or offer; and (4) direct the changes to be made. The issuance of the modification shall constitute acceptance of the Contractor's proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.

### 653 AESS/H005 RETROFIT OF DELIVERED KC-X SYSTEMS (AUG 2006)

The contractor shall be responsible for the correction of any deficiencies discovered in the KC-X weapon systems (e.g. air vehicle, support equipment, training, etc.) during System Development and Demonstration (SDD). The contractor shall update all delivered KC-Xs, and yet to be delivered KC-Xs exercised under this contract, or follow-on contracts, to the revised/updated configuration required to correct the deficiencies discovered during SDD. The contractor shall submit a no cost ECP to correct all delivered KC-Xs. The contractor shall also be responsible for updating the KC-X test assets to correct any deficiencies.

The contractor is responsible for correction of the SDD assets to correct any deficiencies discovered during SDD. All costs for retrofit/update of the SDD assets shall be charged to the SDD CLINs for the SDD contract efforts and Production CLINs for production efforts.

# 653 AESS/H006 MODIFICATION OF DATA REQUIREMENTS (AUG 2006)

- (a) From time to time during the performance of this contract, the Contracting Officer unilaterally may change the place of delivery and the technical office for any CDRL hereto, at no change in contract price, notwithstanding the provisions of the clause of SECTION I entitled "Changes."
- (b) From time to time during the performance of this contract, the Contracting Officer unilaterally may increase or decrease the number of addresses and/or increase or decrease the number of paper copies (regular or reproducible) specified for any data item of the CDRL hereto, at no change in price provided that the increase in the total number of paper copies (regular or reproducible) for an individual line item of data shall not be greater than one hundred-fifty percent (150%) of the total number of paper copies (regular or reproducible) initially specified in the CDRL nor shall the decrease in the total number of paper copies (regular or reproducible) for an individual item of data be greater than fifty percent (50%) of the total number of paper copies (regular or reproducible) initially specified in the CDRL. In the event of an increase greater than such 150% or of a decrease greater than fifty percent (50%), the parties will negotiate any equitable adjustments in accordance with the procedures of the "Changes" clause. The Contractor shall provide electronic access to all CDRL deliveries without any limitation on number of users.
- (c) From time to time during the performance of this contract, the Contracting Officer unilaterally may make other administrative and clarification changes to the CDRL hereto, and the contract price will constitute full satisfaction of any entitlement of equitable adjustment under the "Changes" clause provided the Contractor agrees to accept such change at no change in contract price.
- (d) Unilateral action pursuant to (a), (b), and (c) above shall be by the issuance of a Contracting Officer's letter which will reference this Special Contract Requirement (SCR) as its authority. The Contracting Officer will send via facsimile a copy of the letter to the contractor and the contractor shall reply with a facsimile acknowledging receipt of the Contracting Officer's letter. Acknowledging receipt of the letter will not constitute acceptance of the direction in the letter. All the Contracting Officer's letters referencing this SCR will contain the following disclaimer paragraph which will allow the contractor seven (7) days to either accept or reject the direction in the Contracting Officer's letter.

DISCLAIMER PARAGRAPH

This contractual clarification and/or direction is issued with the understanding that it does not result in any change to the contractual requirements which would warrant a change in contract price (estimated cost and/or fee) and/or a change of delivery schedule or time of performance. If (Contractor's Name) is not in agreement with such understanding, and a change in contract price (estimated cost and/or fee) and/or change of schedule or time of performance is considered to be warranted, this direction shall be automatically null and void. If applicable, written notice of non-concurrence shall be furnished to the CO within (7) days after receipt hereof. Failure to notify as herein provided shall constitute (Contractor's Name) concurrence and agreement to comply herewith.

(e) Bilateral contract modifications will be awarded periodically to incorporate the Contracting Officer's letter issued pursuant to subparagraphs (a), (b), and (c) above.

# 653 AESS/H007 DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA AND COMPUTER SOFTWARE NECESSARY FOR DEPOT LEVEL MAINTENANCE AND TRAINING SYSTEMS (AUG 2006)

653 AESS/H007 DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA AND COMPUTER SOFTWARE NECESSARY FOR DEPOT LEVEL MAINTENANCE AND TRAINING SYSTEMS (AUG 2006)

653 AESS/H007 DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA AND COMPUTER SOFTWARE NECESSARY FOR DEPOT LEVEL MAINTENANCE AND TRAINING SYSTEMS (AUG 2006)

- a. Definitions. As used in this special contract requirement and associated CLINs
  - 1. The term "depot level maintenance" as used in this contract-
    - A. Includes, but is not limited to-
      - (i) Installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, and checkout; and
      - (ii) Maintenance performed on materiel requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items, and including modification, testing, and reclamation.
    - B. Does not include the manufacture of new items.
  - 2. Other terms are defined in the following clauses or sources:
    - A. DFARS 252.227-7013;
    - B. DFARS 252.227-7014; or
    - C. DFARS 252,227-7015.
- b. Delivery Requirements. Pursuant to CLIN 0007, the contractor shall deliver all technical data (including computer software documentation) and computer software necessary for depot level maintenance of the entire KC-X weapon system. In addition, pursuant to CLIN 0007 the contractor shall deliver all technical data (including computer software documentation) and computer software necessary to develop the Type 1 training data and to develop the KC-X Aircrew Training System (ATS) and Maintenance Training System (MTS).
- 1. General. The contractor shall provide the technical data and computer software having the characteristics (e.g., content, format, and delivery medium) necessary for depot level maintenance and

for Type 1 training and ATS and MTS development as required by the Government. The Government will require that such technical data or computer software include-

- A. No less information or detail than industry standards, nor less than the contractor typically requires, to perform such maintenance or training activities; and
- B. Additional information or detail that is necessary for military purposes related to depot level maintenance or training systems.
- 2. Depot Level Maintenance Technical Data and Computer Software. The technical data (including computer software documentation) and computer software delivered under CLIN 0007, when combined with the technical data (including computer software documentation) and computer software required to be provided elsewhere in the contract (e.g., CLINs 0002, 1003, 3003), must provide a complete package of all technical data (including computer software documentation) and computer software necessary for the Government to perform depot level maintenance for the entire KC-X weapon system, including all systems, subsystems, and components without exception. This includes technical data and computer software necessary for installation and deinstallation, and disassembly and reassembly, at the lowest practicable segregable level that does not require detailed manufacturing or process information. Examples of technical data and computer software that are needed to perform depot level maintenance include, but are not limited to, the following:
  - A. Detailed airframe technical data and information;
  - B. Depot level maintenance technical data and information regarding all systems, subsystems, and components;
  - C. Interface Control Documents (ICDs); and
  - D. Computer software and computer software documentation necessary to perform depot level maintenance on computer programs.
- 3. Training Systems Technical Data and Computer Software. The technical data (including computer software documentation) and computer software delivered under CLIN 0007, when combined with the technical data and computer software required to be provided elsewhere in the contract (e.g., CLINs 0002, 1003, 3003), must provide a complete package of all technical data and computer software necessary for the Government to develop Type 1 training and to develop the ATS and MTS for all KC-X systems, subsystems, and components without exception. The contractor is not required to provide detailed manufacturing or process information.
- c. License Rights. Pursuant to the contract clauses governing rights in technical data and computer software (DFARS 252.227-7013, 252.227-7014, and 252.227-7015), the Government is granted certain defined rights in all technical data (including computer software documentation) and computer software developed or delivered under this contract. The parties are also allowed to negotiate special license agreements, subject to certain limitations (e.g., see paragraph 2. below).
- 1. Identification and Assertion of Restrictions. If the contractor (including its subcontractors or suppliers at any tier) desires to provide the Government with less than Unlimited Rights in any technical data or computer software, that technical data and computer software must be identified prior to award using the procedures and format required by special contract requirement H-36, Identification and Assertion of Restrictions on Technical Data and Computer Software. The license rights identified in the list(s) for technical data and computer software for depot level maintenance shall provide the Government (including its support contractors) with all rights necessary to perform depot level maintenance and to develop Type 1 training and to develop the KC-X ATS and MTS, including at least those minimum rights specified for these purposes in paragraph 2.B below.

- 2. Government's License Rights. Subject to the rights and obligations referenced in paragraph (e.) of this clause, the Government shall have the following license rights:
- A. Pursuant to the contract clauses governing rights in technical data and computer software, the Government is granted Unlimited Rights in all technical data (including computer software documentation) that is necessary for operation, maintenance (including depot level maintenance), installation, or training. However, for such technical data or computer software related to items developed exclusively or partially at private expense, the Government is willing to accept less than Unlimited Rights in such technical data or computer software, as long as the Government obtains rights sufficient for depot level maintenance activities and training system development activities by the Government (including its support contractors), as specified in paragraph B below.
- B. The Government shall have at least the following rights in all technical data and computer software necessary for depot level maintenance and training system activities:
  - (i) For noncommercial technical data, all rights included in Limited Rights (DFARS 252.227-7013(a)(13)); and for commercial technical data, all rights specified at DFARS 252.227-7015(b)(2) and all additional rights contained in any license customarily provided to the public.
  - (ii) For noncommercial computer software, all rights included in Restricted Rights (DFARS 252.227-7014(a)(14)); and for commercial computer software, all rights contained in any license customarily provided to the public.
  - (iii) In addition to the rights specified in (i) and (ii), and subject to the protections in paragraph c.3., the right to release or disclose all such technical data or computer software outside the Government, and to authorize the recipient of such information to use, modify, release, perform, display, or disclose the technical data or computer software for the sole purpose of performing or supporting:
    - (a) Depot level maintenance activities for the KC-X weapon system (including the development of manuals and training systems necessary for depot level maintenance activities).
    - (b) Development of the Type 1 training and the development of the KC-X Aircrew Training System (ATS) and Maintenance Training System (MTS).
  - (iv) Unless authorized in writing by the party asserting restrictions on such technical data or computer software, the Government and its contractors (i.e., as recipients under paragraph (iii) above) may not use such technical data or computer software to manufacture additional quantities of any item or for any commercial purpose.
- 3. All contractors or other persons receiving technical data or computer software as authorized by paragraph B above shall be subject to a legal prohibition (e.g., nondisclosure agreement) against using such technical data and computer software for any purpose other than supporting the Government's depot level maintenance activities, or training systems development, as appropriate and authorized, for the KC-X weapon system.
- d. Technical Data and Computer Software of Subcontractors and Suppliers. The contractor's obligations in this H-clause shall apply to all technical data and computer software, including all technical data or computer software developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the computer software or technical data is or relates to commercial items or noncommercial items. The contractor shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- e. Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract

requirement limits or otherwise affects the parties' rights or obligations specified in the DFARS 252.227-7019 or DFARS 252.227-7037.

### 653 AESS/H008 CONTRACTING OFFICER AUTHORITY (AUG 2006)

Notwithstanding any of the provisions of this contract, the Procuring Contracting Officer (or the Administrative Contracting Officer with proper delegation) shall be the only individual with the authority to act on behalf of the Government to direct/redirect the effort and make determinations.

# 653 AESS/H009 SEPARATE CONTRACT BREAK-OUT (AUG 2006)

- (a) For administrative convenience, for any options under this contract, the government may issue a separate contract that is completely detached from this contract FA8625-07-R-6470 for purposes of government payments for goods or services. The goods or services acquired under the terms of this contract shall remain solely under this contract for purposes of government payment.
- (b) The separate break-out contract(s) shall incorporate the same contract clauses and terms and conditions set forth in this contract. To the extent that any contract clauses or terms and conditions in the break-out contract(s) refer to or incorporate the Federal Acquisition Regulation (FAR), the Cost Accounting Standards (CAS), or any other reference, the FAR, CAS, or other reference shall be deemed to be to the version of the FAR, CAS, or other reference that is in effect on the date of this contract FA8625-07-R-6470.
- (c) This separate contract break-out process is applicable to the exercise of all subsequent options, and this Special Contract Requirement shall be included in each separate break-out contract.
- (d) Separate contract break-out(s) shall not entitle the contractor to any equitable adjustment(s).

# 653 AESS/H010 FEDERAL AVIATION ADMINISTRATION REQUIREMENTS AND CERTIFICATES (AUG 2006)

- 1. FAA Certificates
  - a. The Contractor shall obtain from the Federal Aviation Administration (FAA):
- (i) an Amended Type Certificate(s) and/or Supplemental Type Certificate(s) (STC), as appropriate, issued pursuant to Part 21 of the Federal Aviation Regulations for the aircraft covered by this Agreement,
- (ii) a Production Certificate(s) and/or Parts Manufacturing Authority (PMA) for the aircraft and its components covered by this Agreement, and
- (iii) a Conformity Certificate(s) Military Aircraft, FAA Form 8130-2, which will be provided to the Government with delivery of each aircraft, to document all Government approved nonconformities with the FAA approved type design.
- b. The Contractor recognizes the Air Force as the Airworthiness Authority for the aircraft system. The Contractor further recognizes the Air Force's need to participate in the FAA certification process to maintain continuity of the flight safety requirements. To attain that goal, the Contractor shall involve the Air Force in the Contractor's Certification Program Plan (CPP) as an interested third party. The Air Force shall be invited to all formal FAA board meetings (e.g. Pre-Flight Type Board, Final Type Board, etc.) as an observer.

### 2. FAA Required Changes

a. If changes are made to the aircraft, data relating to the aircraft, or testing of the aircraft in order to obtain type certification, such changes will be made prior to delivery of the first production aircraft.

b. The Contractor will bear the cost (material and labor) of incorporating all changes to the aircraft (terminating action) resulting from Airworthiness Directives issued by the FAA, or equivalent issued by the appropriate foreign civil aviation authority, prior to aircraft delivery.

#### 3. Delays

If delivery of an aircraft is delayed, and prior approval has been obtained from the Contracting Officer, due to the incorporation of a FAA required change, the contractual delivery date of the aircraft will be appropriately revised to reflect such delay by mutual agreement of the Parties.

4. FAA/ European Aviation Safety Agency (EASA) Production Oversight

The production facilities of the aircraft Contractor and the engine subcontractor are Federal Aviation Administration approved in compliance with 14 CFR 21 (FAR Part 21) or its EASA equivalent. Compliance is evidenced by the Production Certificate and the approvals of the designated FAA/ EASA representative. Contractor's manufacturing and quality systems are under the cognizance of the FAA or EASA and are monitored as necessary to meet FAA/ EASA requirements for civil aircraft production.

### 653 AESS/H011 CERTIFICATION OF MISSION EQUIPMENT (AUG 2006)

The Contractor shall obtain FAA certification of the aircraft covered by this Agreement, including mission equipment installations. Certain mission equipment functions and installations may not be fully FAA certifiable and will therefore constitute a nonconformity with the aircraft's FAA approved Type (or Supplemental Type) Design. The request for authority to install such equipment shall be submitted to the Government for approval "after all possible solutions to resolving FAR issues have been exhausted" (AFPD 62-4) prior to Contractor design commitment or 120 days prior to being listed on FAA Form 8130-2 (which ever comes first) for review and approval by the FAA and USAF. The request shall include a safety risk assessment, an assessment on the ability of FAA certifiable design alternatives to fulfill specification requirements, and a FAA statement on why the design cannot be certified, to include, as applicable, through a FAA Equivalent Level of Safety Finding or Special Condition. The request shall also include the results of an analysis and/or test to ensure the functions/installations do not interfere with essential aircraft systems and will meet Air Force airworthiness certification requirements. The Contractor shall obtain FAA certification of the provisions (e.g., wiring, brackets, cooling) for such equipment installations. In cases where the FAA approves "provisions for" equipment or furnishings installations, the Contractor shall include a complete Interface Control Document (ICD) to include all mechanical, electrical, environmental, EMI, EMP and any other critical interfaces relating to the non-FAA approved equipment or furnishing. The resulting ICD shall define the FAA approved limitations associated with the Air Force approved installations.

#### 653 AESS/H012 VISITOR GROUP SECURITY AGREEMENTS (AUG 2006)

Some performance under this contract is on a Government installation and involves classified information. Contractor personnel will be considered "long term visitors" and the Contractor shall enter into a security agreement with the installation commander in accordance with DOD 5220.22M. Industrial Security Regulation, paragraph 1-108.e. prior to the start of performance.

#### 653 AESS/H013 OPTIONS (JAN 2007)

The Government reserves the right to exercise the option(s) identified in Section J, Attachment 9 - Option Matrix, subject to the conditions hereto. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate. The Government will notify the Contractor of their intent to exercise an option no later than 60 days prior to the option exercise date. Failure of the United States Air Force (USAF) to provide such notice does not affect the USAF's option exercise rights. Any option CLIN has the potential to be exercised in accordance with the schedule, and supporting sequence and quantities, negotiated at contract award. The Government retains the right not to exercise any particular titled option(s) in any year, and if choosing to do so the

Government will not exercise a particular titled option or options in any of the following year(s). Additionally, during FRP, the Government may exercise any of the aircraft options and choose not to exercise the engine options.

SDD Option CLIN 0012, 18 months after Milestone B approval

LOT 1, 30 days after Milestone C approval (LRIP)

LOT 2, 14 months after Milestone C approval (LRIP)

LOT 3, 30 days after Full Rate Production approval

LOT 4, 14 months after Full Rate Production approval

LOT 5, 26 months after Full Rate Production approval

# 653 AESS/H014 SDD DELIVERY DATES/OPTION EXERCISE DATES (AUG 2006)

In the event that the contractor misses any of the key events/milestones during the SDD phase of the KC-X program, the government maintains the right to unilaterally extend the option exercise periods by an equal amount of time.

### 653 AESS/H015 RESERVED (SEP 2006)

**RESERVED** 

#### 653 AESS/H016 PRODUCTION PROGRESS REPORT (AUG 2006)

In accordance with FAR clause 52.242-2, "Production Progress Reports," as set forth in Section I, the contractor shall prepare and submit production progress reports to the Contracting Officer as follows:

Frequency/Timing: Monthly, five working days after each reporting period

Applicable to CLINs: for all Manufactured item CLINs

Offices for Distribution: 653 AESS/PK

2530 Loop Road West, Room 259

Wright-Patterson AFB OH 45433-7101

# 653 AESS/H017 TOTAL INTEGRATED SYSTEM PERFORMANCE RESPONSIBILITY (TISPR) (APPLIES TO LRIP AND FRP ONLY) (JAN 2007)

This clause specifies the contractor's responsibility for the total integration of the systems to meet contractual requirements.

- A. For purposes of this contract, Total Integrated System Performance Responsibility is defined as the responsibility for the integration of the KC-X, its subsystems, components (hardware/software/data) and GFP including the responsibility for undertaking any and all actions necessary to assure that the total system will meet all requirements as defined in the System Specification attached to the contract. The contractor hereby accepts TISPR, to include third party service bulletins, whether or not such systems (or subsystems, components thereof) are fabricated, manufactured, or assembled by the prime contractor, subcontractor (notwithstanding that any such subcontractor shall have been selected pursuant to any provision hereof encouraging or providing incentive for subcontracting with small or small disadvantaged business concerns) or furnished as GFP.
- B. The contractor shall be fully responsible for the integration of all systems, subsystems, and components whether GFP or commercially acquired, and hereby agrees that any or all required inspection and acceptance test procedures are accomplished and sufficient to meet specifications.

- C. Further, the contractor shall ensure that all systems, subsystems, and components, whether GFP or commercially acquired, will be installed and integrated into the KC-X weapon system without any degradation of performance such that KC-X specification compliance cannot be achieved in the overall aircraft system performance. The contractor is not relieved from its responsibility to properly design, test, integrate, modify, and fabricate the item that the depot installs or another third party installs. Absent significant evidence to the contrary, if a system does not function correctly whether by (1) the contractor providing incorrect information, (2) degradation of performance, (3) not meeting the system specifications, etc., it shall be presumed that the problem was not caused by the installation but rather with the design, testing, integration, modification, or fabrication of the item.
- D. Support equipment, both CFE and GFE, is considered an integral part of the system.

# 653 AESS/H018 COST PLUS INCENTIVE FEE, AWARD FEE, AND FIXED PRICE INCENTIVE FIRM PROVISIONS FOR THE KC-X (DEC 2006)

- 1. Cost-plus-incentive-fee (CPIF) with Award Fee (AF) - Systems Development and Demonstration (SDD). The Maximum and Minimum Incentive Fee, Share Ratio, and Award Fee percentages shown below shall be used by offerors. As determined by the Contracting Officer, fee shall be paid as it accrues, in regular installments, based upon the percentage of completion of work. Offerors shall provide the Target Cost dollars, Target Incentive Fee percentage, and Target Price in Section J, Attachment 7 Incentive Matrix.
  - a. Incentive Fee Efforts

Target Cost (Offeror shall provide Target Cost in Sec. J, Attach 7 Incentive Matrix)
Target Fee (Offeror shall provide Target Fee in Sec. J, Attach 7 Incentive Matrix)
Maximum Fee 10%
Minimum Fee 2%

Government Share 80 Contractor Share 20

The SDD CPIF CLINs shall include the incentive fee amounts within the CLIN amounts. Applicable CLINs are identified in Section B, Clause 653 AESS/B002.

b. Award Fee 2%

The 2% Award Fee is applicable to only the SDD CPIF CLINs. Award Fee amounts will not be included with the CPIF CLIN values. The Award Fee Pool dollars will be included with CLIN 0011 AWARD FEE. SubCLINs will be added to CLIN 0011 after the conclusion of the award fee period, and upon determination of the Fee Determining Official, to provide for contractor billing of any award fee earned in accordance with a final version of the Award Fee Plan at Section J, Attachment 4 at contract award.

2. Fixed-price-incentive-firm (FPIF) - - Low-Rate Initial Production (LRIP) and Full-Rate Production (FRP). The Ceiling Price and Share Ratio percentages shown shall be used by offerors. Offerors shall provide the Target Cost dollars, Target Profit percentage, and Target Price in Section J, Attachment 7 Incentive Matrix. The FPIF line item options subject to price revision, ceiling prices, and the profit adjustment formula are set forth in Section I, 52.216-16 ALT I.

Ceiling Price 120%

Target Cost (Offeror shall provide Target Cost in Sec. J, Attach 7 Incentive Matrix)
Target Profit (Offeror shall provide Target Profit in Sec. J, Attach 7 Incentive Matrix)

Government Share 70 Contractor Share 30

The LRIP and FRP FPIF CLINS shall include the target profit amounts within the CLIN amounts.

Applicable CLINs are identified in Section B, Clause 653 AESS/B001.

The Offerors shall provide KC-X aircraft variable quantity cost/pricing in accordance with Section J, Attachment 7 Incentive Matrix and Section L for the FPIF Options of LRIP and FRP.

#### 653 AESS/H019 TEST TEAM SUPPORT (AUG 2006)

Representatives, Inspection, Flights and Test Data.

Office Space at the Contractor's facility.

From a date up to 12 months prior to delivery of the first Baseline Commercial Aircraft, and until the delivery of the last fully configured Aircraft, the Contractor will furnish, without additional charge, suitable office space and equipment in or conveniently located near its manufacturing and/or modification plant for the accommodation of up to fifty Government personnel or personnel representing the Government during the DT/OT phase of combined testing. After DT&E and IOT&E are complete that number may be reduced to five persons."

# 653 AESS/H020 RESERVED (JAN 2007)

Reserved

# 653 AESS/H021 OVER AND ABOVE (DEC 2006)

The Contracting Officer (CO) will obligate funds as necessary on the over and above (O&A) CLINs. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this CLIN in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the CLIN by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or authorized by the ACO. Payments will be made in accordance with FAR 52.232-07. The contractor shall submit a monthly report to the CO and ACO detailing the amount of funds obligated, work requests authorized, expenditures for those tasks and remaining funds.

# 653 AESS/H022 RESERVED (SEP 2006)

Reserved

# 653 AESS/H023 WARRANTY CLAUSE FOR PRODUCTION (DEC 2006)

- a. The contractor shall provide a warranty for the KC-X weapon system. This warranty shall be comprised of a commercial warranty, the warranty required by FAR 52.246-18 including Alternate IV for any items not covered by the commercial warranty, and the systems warranty required by FAR 52.246-19 including Alternate III. The commercial warranty shall offer the Government at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice. Any variations to standard commercial warranties as a result of meeting military operating environment requirements shall be identified and addressed.
- b. The Offerors shall provide a firm fixed price warranty option for systems and equipment specified in FAR 52.246-19 and supplies as specified in FAR 52.246-18 for the KC-X weapon system. The customary commercial warranty offered shall take precedence over any systems, equipment, and/or supply covered. Should the customary commercial warranty expire on some covered items at aircraft acceptance/delivery, or during the FAR 52.246-18 and/or 52.246-19 warranty period, the aforementioned warranty shall cover systems, equipment, and/or supplies for the balance of said warranty period. The Government has the unilateral right to exercise the warranty options or not with no changes to contract prices for other options.

# 653 AESS/H024 CIVIL AIRCRAFT LANDING PERMITS FOR OPERATIONS AT MILITARY BASES (AUG 2006)

The Contractor shall comply with the provisions of AFPD 10-10 and AFI 10-1001 and AFFTC Supplement 1 to AFI 10-1001 for supplying proof of insurance and securing approval for any civil registered aircraft (test articles and/or pre-delivered aircraft). The above reference regulations lay out the criteria and required forms as well as the approval process. The Office of Primary Responsibility is HQ USAF/XOOBC.

# 653 AESS/H025 GOVERNMENT FURNISHED MATERIALS (GFM) PURSUANT TO ANY CLASS I OZONE DEPLETING SUBSTANCES (ODS) SENIOR ACQUISITION OFFICIAL APPROVAL (SEP 2006)

The Government shall provide the following Class I ODS as GFM for use in performance of this contract. The GFM ODS will conform to the specifications indicated.

1,1,1-Trichloroethane ASTM D4126, Standard Specification for Vapor-Degreasing Grade and General

Solvent Grade 1,1,1-Trichloroethane, January 4, 1993

CFC-113 (Type I) MIL-C-81302, Cleaning Compound, Solvent, Trichlorotrifluoroethane,

August 6, 1965

Halon 1301 (Type II) ASTM D5632, Standard Specification for Halon 1301, Bromotrifluoromethane

(CD3Br), October 10, 2001

Halon 1211 MIL-B-38741, Bromochlorodifluoromethane, Technical, April 8, 1984

Halon 1202 MIL-D-4540B, Dibromodifluoromethane, July 30, 1979

All CFC refrigerants ARI Standard 700, Specification for Fluorocarbon Refrigerants and Other

Refrigerants, 1999

### NOTES:

- A. Actual contract will cite only those ODS for which an ODS SAO approval has been obtained.
- B. The Air Force seeks to eliminate the sustainment risks associated with the usage of ODS. Therefore, without prior Air Force SAO approval the government may not sign any contract requiring ODS to be installed or used for O&M in any proposed aircraft. Ref: AFI 32-7086, "Hazardous Materials Management," 1 Nov 2004, Chapter 4.
- C. The Air Force has designated HFC-125 as the preferable replacement agent for Halon 1301 in aircraft engine nacelle and auxiliary power unit fire suppressant applications. For these applications, other commercially available and FAA-certifiable halon alternatives may be proposed by the offeror especially if the proposed alternative is becoming an aircraft industry halon replacement. However, the offeror must demonstrate that any other halon replacement, does not increase either environmental, safety, or occupational health risk and costs. Each of these three areas, risks and cost are separate concerns and not additive for comparison.

#### 653 AESS/H026 INCORPORATION OF SECTION K (SEP 2006)

Section K of the solicitation is hereby incorporated by reference.

# 653 AESS/H027 USE OF GOVERNMENT-OWNED PROPERTY (TO INCLUDE SPECIAL TOOLING/SPECIAL TEST EQUIPMENT) ON RENT-FREE, NON-INTERFERENCE BASIS (SEP 2006)

The Contractor is authorized to use in the performance of this contract on a rent-free, noninterference basis the Government-owned property identified below, made available during the periods set forth below. Noninterference means that use of the government property on this effort will not interfere with the performance of the contract under which the property is accountable.

ITEM PERIOD AVAILABLE

"Non Applicable" unless contractor proposes need for GFP.

# 653 AESS/H028 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (SEP 2006)

In accordance with DFARS 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contractor's Comprehensive Subcontracting Plan dated TBD (insert date) and its successors is herein incorporated by reference.

### 653 AESS/H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (SEP 2006)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) 1 copy to: Office of Public Affairs, ASC/PAM 1865 Fourth Street Area B, Bldg 14, Rm 240 Wright-Patterson AFB, OH 45433-7129

(b) 1 copy to: Contracting Officer, Ms Sandra Palmatier 653 AES Squadron Bldg 560, Rm 159.5 2350 Loop Road West Wright-Patterson AFB, OH 45433-7101

(c) 1 copy to: Program Manager, Dr Robert Marx 653 AES Squadron Bldg 560, Rm 159.5 2350 Loop Road West Wright-Patterson AFB, OH 45433-7101

# 653 AESS/H030 SUPPORT CONTRACTOR ACCESS TO INFORMATION (AUG 2006)

Non-government employees serving as support contractors to the Air Force will have access to contractor proposal and other program documentation, including that marked "proprietary." Any support contractors shall be bound by the requirements of this contract and the Nondisclosure Agreement (NDA) under their A&AS contracts.

# 653 AESS/H031 CONTRACTOR IDENTIFICATION (SEP 2006)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

# 653 AESS/H032 GOVERNMENT FURNISHED PROPERTY (SEP 2006)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. destination (insert origin or destination as appropriate), for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR NSN NOUN PART NO QTY DELIVERY DATE "Non/Applicable" unless contractor proposes need for GFP. (List of government property by item number, NSN, noun, part number, quantity, and delivery date)

### 653 AESS/H033 ASSOCIATE CONTRACTOR AGREEMENTS (SEP 2006)

- (a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the KC-X (insert name of the program or project) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.
  - (b) ACAs shall include the following general information:
    - (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate Contractors.
  - (3) Describe the associate contractor interfaces by general subject matter.
  - (4) Specify the categories of information to be exchanged or support to be provided.
  - (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- (c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.
- (d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.
- (e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.
- (f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- (g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(h) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR ADDRESS PROGRAM/CONTRACT

**ENGINE** 

**TRAINING** 

### 653 AESS/H034 WORLD TRADE ORGANIZATION DISPUTE -- COSTS UNALLOWABLE (NOV 2006)

Any penalties, taxes, tariffs, duties, or other similar-type costs imposed by a Governmental entity as a sanction, enforcement or implementation measure resulting from a decision in the Matters of European Communities and Certain Member States - Measures Affecting Trade in Large Civil Aircraft, United States - Measures Affecting Trade in Large Civil Aircraft before the World Trade Organization shall not be included in the negotiated price of this contract, nor shall such costs be an allowable direct or indirect charge against this contract.

### 653 AESS/H035 DOCUMENTATION TO ACCOMPANY EACH AIRCRAFT DELIVERY (NOV 2006)

At each aircraft delivery the contractor will provide copies of: FAA Type Certificate, FAA Standard Airworthiness Certificate, FAA Form 8130-2 Conformity Certificates, Supplemental Type Certificates(s), "As delivered specifications", Airframe, Engine and APU log books, FAA Form 337's, Weight and balance manuals, Flight and Operations Manuals, -21 loose equipment list, Temporary Information File (TIF) and "As built configuration status report".

# 653 AESS/H036 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (DEC 2006)

- a. Definitions. The terms used in this special contract requirement and associated CLINs are defined in the following clauses or sources:
  - 1. DFARS 252.227-7013;
  - 2. DFARS 252.227-7014;
  - 3. DFARS 252.227-7015;
  - 4. DFARS 252.227-7017; or
- 5. 653 AESS/H007 Delivery And License Rights For Technical Data And Computer Software Necessary For Depot Level Maintenance And Training Systems (AUG 2006)
- b. Identification and Assertion of Restrictions. The Contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software are identified in accordance with the following requirements:
- 1. Pre-Award Identification and Assertion. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all technical data and computer software that it proposes to be delivered or otherwise provided (including all Option CLINs as if the Option was exercised) with less than Unlimited Rights as follows:
- A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software shall be identified pursuant to DFARS 252.227-7017.
- B. Commercial Technologies. The contractor shall also identify and assert any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

- C. An offeror's failure to submit, complete, or sign the identification and assertions required by paragraphs b.1.A or b.1.B of this clause with its offer may render the offer ineligible for award.
- D. If the Offeror is awarded a contract, the assertions identified in paragraphs b.1.A and b.1.B shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions.
- 2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph, the Contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award listings or notices required by paragraph b.1. of this clause after contract award.
- A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.
- B. Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).
- c. Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph b of this clause, the Offer/Contractor shall--
- 1. Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract. For example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.
- 2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract -- including all Option CLINs or other optional or contingent delivery requirements (i.e., presuming that the Government will exercise the option to require delivery), online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.
- d. Copies of Negotiated, Commercial, and Other Non-Standard Licenses. Contractor shall provide copies of all proposed specially negotiated licenses(s), commercial license(s), and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; SBIR data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

### 653 AESS/H037 SMALL BUSINESS PARTICIPATION (JAN 2007)

Small business participation will be monitored to ensure the contractor meets the targets set forth in the contractor's Small Business Participation Plan, to be attached to the contract. The contractor shall report actual achievement of subcontracting results on an annual basis using CDRLs A073 and B069, except first report should be submitted 15 Dec 2008 with annual submittals thereafter.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database\_Version: 6.6.x.1400; Issued: 1/26/2007; FAR: FAC 2005-14; DFAR: DCN20070122; DL.: DL 98-021; Class Deviations: CD 2005-0001; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 06-01; AFAC: AFAC 2006-1003; IPN: 98-009

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
	- ALTERNATE I (OCT 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
	IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
	(SEP 2005)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)
52.208-08	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	(SEP 2006)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS NEGOTIATION (JUN 1999) - ALTERNATE I (JAN 1997)
52.215-08	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997)
52.215-09	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)
52.215-09	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) - ALTERNATE
	I (OCT 1997)
50.045.00	Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.215-09	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) - ALTERNATE
	II (OCT 1997)
EO 04E 44	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.  PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS
52.215-11	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATAMODIFICATIONS (OCT 1997)
52.215-13	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-14	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS
32.213-10	(PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
02.210 21	COST OR PRICING DATAMODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
J2.2 10 2 1	COST OR PRICING DATAMODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
	2221 211 11211 2 Dittir MODII 10/11/2012 (201 1001) 12/21/21/11/11 (001 1001)

52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATAMODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
50.040.40	Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media 'Window XP, Office 2003 or compatible software'
52.216-10	INCENTIVE FEE (MAR 1997) Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: 'TBD Offeror Propose'
	Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: 'TBD Offeror Propose'
	Para (e)(1), Percent is '10 %' Para (e)(1) Percentage is '2 %'
52.216-14 52.216-16	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only. ALLOWABLE COST AND PAYMENT FACILITIES USE (APR 1984) INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997) - ALTERNATE I (APR
	1984) Para (a), Line Item numbers '(See Section B, Clause 653 AESS/B001)' Para (a), In no event shall the total final price of these items exceed the ceiling price of: 'TBD Gov'
	Para (c)(1), Number of days: '15 days' Para (d)(2)(ii), Percent: '30 %'
52.217-07	Para (d)(2)(iii), Percent: '30 %' OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM (MAR 1989)
	Period of time is '60 days and in accordance with the Special Contract Requirement H013.'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time '60 days' Para (a), 60 or as appropriate '60 days'
52.219-04	Para (a), 60 of as appropriate 60 days  Para (c), Number of Months/Years. '10yrs'  NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS
	CONCERNS (JUL 2005)
52.219-08 52.219-09	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM DISADVANTAGED STATUS AND REPORTING (OCT 1999)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00' Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s) only.
52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-07	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
-	Para (a), Number of days is '120 days prior'

52.223-09	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA- DESIGNATED PRODUCTS (AUG 2000)
	para (b)(2), Agency Procedures '516th AESW/EN'
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF
	CONTRACT (FEB 2000)
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
	INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS CLASSIFIED SUBJECT MATTER (APR 1984)
52.228-05	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.228-07	INSURANCE LIABILITY TO THIRD PERSONS (MAR 1996)
02.220	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
02.220	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.229-06	TAXES FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
02.220 00	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.229-08	TAXES FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
02.220 00	Para (a), Name of foreign government is 'TBD'
	Para (a), Name of country is 'TBD'
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR
32.223 10	2003)
	Para (c), Agency name 'United States Department of the Air Force'
	Para (g), Agency name 'United States Department of the Air Force'
	Para (g), Agency name 'United States Department of the Air Force'
	Para (g), Agency name 'United States Department of the Air Force'
	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-02	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
52.232-01	PAYMENTS (APR 1984)
32.232-01	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG
32.232-01	2005)
	,
E2 222 00	Applies to Time-and-Materials CLIN(s) only.
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
E0 000 00	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
E0 000 40	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.232-16	PROGRESS PAYMENTS (APR 2003)
50,000,40	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
<b>50.000.0</b> 5	CLIN(s) only.
52.232-25	PROMPT PAYMENT (OCT 2003)

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
	Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s), Fixed-Price Incentive
	(Firm Target) CLIN(s) only.
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
50,000,04	CLIN(s) only.
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT
52.234-01	TITLE III (DEC 1994)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
32.231-02	(APR 1984)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
<u></u>	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
	Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s) only.
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES FIXED-PRICE (AUG 1987)
E0 040 00	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only. CHANGES COST-REIMBURSEMENT (AUG 1987) - ALTERNATE IV (APR 1984)
52.243-02	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.243-03	CHANGES TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
02.240 00	Applies to Time-and-Materials CLIN(s) only.
52.243-06	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984)
	Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
	Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998)
	Para (e), approval required on subcontracts to: 'Any'
	Para (k), Insert subcontracts evaluated during negotiations. 'TBD Offeror'
	Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s), Fixed-Price Incentive
E2 244 0E	(Firm Target) CLIN(s) only.
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996) Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
	LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
	Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s) only.
52.245-08	LIABILITY FOR THE FACILITIES (DEVIATION) (JAN 1997)
52.245-09	USE AND CHARGES (AUG 2005)
52.245-11	GOVERNMENT PROPERTY (FACILITIES USE) (APR 1984)
52.245-16	FACILITIES EQUIPMENT MODERNIZATION (APR 1985)
52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) - ALTERNATE IV (APR 1984)
	Para (b)(1), Warranty period or event is '12 months after delivery'
	Para (c)(3), Period of time is '60 days after discovery of the defect'
	Para (c)(3), Period of time is '30days'

	Para (c)(3), Period is '60 days' Para (c)(4), Period is '60 days'
	Para (c)(4), Period is '60 days'
52.246-19	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE
	SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE II (APR 1984) Para (b)(1), Warranty period is 'within 12 months after delivery'
	Para (b)(1), warranty period is within 12 months after delivery  Para (b)(3), Period of time is '60 days after discovery of the defect'
	Para (b)(3), Period of time is 30 days'
	Para (b)(6), Period of time is '60 days'
	Para (c)(2). Period of time is '60 days'
	Para (c)(2), Locations are 'KC-X Main Operating Bases (Fairchild, MacDill, others TBD)'
	Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.246-19	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE
	SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE III (APR 1984)
	Para (b)(1), Warranty period is 'within 12 months after delivery'
	Para (b)(3), Period of time is '60 days after discovery of the defect'
	Para (b)(3), Period of time is '30 days'
	Para (b)(6), Period of time is '60 days'
	Para (c)(2). Period of time is '60 days' Para (c)(2), Locations are 'KC-X Main Operating Bases (Fairchild, MacDill, others TBD)'
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.246-24	LIMITATION OF LIABILITY HIGH-VALUE ITEMS (FEB 1997)
52.247-63	PREFERENCE FOR U.SFLAG AIR CARRIERS (JUN 2003)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
	Para (c). Insert address. 'Cognizant Defense Contract Management Agency Office -
	Administering Contract, Attention Transportation Officer (If pre-paid freight, this does not
	apply)'
	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY
	2004)
E2 240 06	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only. TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-06	Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
	CLIN(s) only.
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)
00 00	Applies to Time-and-Materials CLIN(s) only.
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.249-13	FAILURE TO PERFORM (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
	Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s) only.
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)
B. DEFENSE	FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES
	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	
0=0 000 =====	CONTRACT-RELATED FELONIES (DEC 2004)
252.203-7002	
252.204-7000	
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
7.17 / UH=/UU3	TATALISTA TA TILLA INTERNALIST EED ALAMANIET VALIDA ERLAMALITAT IAER 1997)

252.204-7004	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
252.204-7005 252.205-7000	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC
252.208-7000	1991) INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED
	MATERIAL (DEC 1991) Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): 'TBD
	Offeror'
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2005)
	Para (c)(1)(ii). Items with acquisition cost less than \$5,000. 'TBD Offeror'
252 211 7005	Para (c)(1)(iii). Attachment Nr. 'TBD Offeror' SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
252.211-7005	(NOV 2005)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	,
252.217-7028	,
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
	SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
	SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND
252 225 7000	CANADASUBMISSION AFTER AWARD (DEC 2006)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)
252.225-7012	,
252.225-7012	,
	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
252.225-7016	
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
	(DEC 2006)
252.225-7041	CORRESPONDENCE IN ENGLISH (JUN 1997)
252.225-7042	AUTHORIZATION TO PERFORM (APR 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC
252.227-7013	ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS (NOV 1995)
252.227-7013	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
232.221-1014	COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015	TECHNICAL DATACOMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.228-7001	GROUND AND FLIGHT RISK (SEP 1996)
252.228-7002	AIRCRAFT FLIGHT RISK (SEP 1996)
	Applies to Firm-Fixed-Price CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.228-7003	CAPTURE AND DETENTION (DEC 1991)
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES,
	AND SPACE LAUNCH VEHICLES (DEC 1991)
252.228-7006	COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)
252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7001	TAX RELIEF (JUN 1997)
252.229-7001	TAX RELIEF (JUN 1997) - ALTERNATE I (JUN 1997)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7002	CUSTOMS EXEMPTIONS (GERMANY) (JUN 1997)
202.220 . 002	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7003	TAX EXEMPTIONS (ITALY) (JAN 2002)
202.220 . 000	Para (b)(1)(iii), Fiscal code for military activity w/in Italy. '91000190933'
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7004	STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (JUN 1997)
202.220 7004	Para (g), Amount at time of award is 'TBD Offeror'
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7005	TAX EXEMPTIONS (SPAIN) (JUN 1997)
202.225 7000	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUN 1997)
202.225 7000	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)
232.223-1001	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.231-7000	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)
252.232-7003	DOD PROGRESS PAYMENT RATES (OCT 2001)
252.232-7004	ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND
232.232-7000	LABOR-HOUR CONTRACTS (DEC 2003)
	Applies to Time-and-Materials CLIN(s) only.
252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
252.232-7008	LEVIES ON CONTRACT PAYMENTS (DEC 2006)
	CHOICE OF LAW (OVERSEAS) (JUN 1997)
252.233-7001	
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
252.242-7002	EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)
050 040 7004	Para (f), Subcontractors selected for application of EVMS: 'TBD Offeror'
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)
	Applies to Firm-Fixed-Price CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),
	Cost-Plus-Award-Fee CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
0=0 045	(DOD CONTRACTS) (JAN 2007)
252.245-7000	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY
0=0 045	(DEC 1991)
757 7 <u>45</u> 7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(DEC 2006)

- 252.246-7001 WARRANTY OF DATA (DEC 1991)
  252.246-7001 WARRANTY OF DATA (DEC 1991) ALTERNATE I (DEC 1991)
  Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.
  252.246-7001 WARRANTY OF DATA (DEC 1991) ALTERNATE II (DEC 1991)
  Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
  252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)
  TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
  252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
- C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES
- 5352.201-9101 OMBUDSMAN (AUG 2005)
  Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.
  'Ms. Debra Haley, ASC/AE at 937-255-5315 (fax) 937-656-7540'
- 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
- Para (c), List of Class I ODSs. 'None (TBD Gov)' 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
- 5352.225-9004 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES CURRENCY (JUN 2006)

# D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) ALTERNATE I (JUL 1997)
- 5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)
- 5352.245-9001 GOVERNMENT- FURNISHED PROPERTY/CONTRACTOR REQUISITIONING (AFMC) (JUL 1997)

  List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity 'TBD Gov/Offeror'
- 5352.245-9002 MAINTENANCE OF GOVERNMENT- FURNISHED PROPERTY (AFMC) (JUL 1997)
  Para (a), Items of GFP to be maintained by the contractor: 'TBD Offeror'
  - Para (b). Date MILSTRIP Authorization Terminates 'TBD Offeror'
  - Para (c), Project Code 'TBD Offeror'
  - Para (c), Advice Code 'TBD Offeror'
  - Para (c), Signal Code 'TBD Offeror'
  - Para (c), Fund Code 'TBD Offeror'
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) ALTERNATE I (JUL 1997) ALTERNATE II (JUL 1997)
  - Para (e), List of Installations 'at: Fairchild AFB WA, MacDill AFB FL, Scott AFB IL, Seymour Johnson AFB NC, Altus AFB OK'
  - para (f), list of support items 'office space, furniture, storage space, telephone lines, and electical power for Contractor activity at using bases in accordance with Section J, Attachment 10- Base Support Agreement'
  - Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s) only.
- 5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES (AFMC) (JUL 1997)
- 5352.291-9001 EXCESS INVENTORY DISPOSITION OF GOVERNMENT PROPERTY (AFMC) (JUL 1997)

# 5352.291-9003 MAINTENANCE OF GOVERNMENT-OWNED EQUIPMENT IN POSSESSION OF OVERSEAS CONTRACTORS (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

### A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

#### 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

# 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

### 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

#### 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) TBD Gov through TBD Gov are incrementally funded. For these item (s), the sum of TBD Gov of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The

notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract TBD Gov

TBD Gov TBD Gov TBD Gov TBD Gov TBD Gov

Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.

# C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

# 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) (TAILORED)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
  - (f) Failure to comply with these requirements may result in withholding of final payment.
- (g) Contractor access to Government Network Systems will comply with DoD 5200.2R, AFI 31-501 and 33-202.
  - (h) For the mailing of classified information please address to: 516 AESW/Security Office

Attn: Chief, Security Bldg 558 Area "B" 2590 Loop Rd West WPAFB, OH 454433

# 5352.242-9001 COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL-AFRL (AUG 2004)

- (a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:
- (1) Require logical access to Department of Defense computer networks and systems in either:
  - (i) the unclassified environment; or
  - (ii) the classified environment where authorized by governing security directives.
- (2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.
  - (b) Contractors and their personnel shall use the following procedures to obtain CACs:
- (1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").

- (2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.
- (3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.
- (c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.
  - (d) During the performance period of the contract, the contractor shall:
- (1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;
- (2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;
- (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
  - (4) Report lost or stolen CACs in accordance with local policy/directives.
- (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.
  - (f) Failure to comply with these requirements may result in withholding of final payment.

# D. OTHER CONTRACT CLAUSES IN FULL TEXT

# 653 AESS/I001 DFARS 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALITY METALS (JUN 2005) (DEVIATION) - ALTERNATE I (APR 2003) (DEC 2006)

- (a) Definitions. As used in this clause -
- (1) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (2) "Specialty metals" means any of the following:
    - (i) Steel-
- (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
- (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
- (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;
  - (iii) Titanium and titanium alloys.

- (iv) Zirconium and zirconium base alloys.
- (b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas or a qualifying country.

(End of clause)

### ALTERNATE I (APR 2003) (DEVIATION)

- (a) Definitions: As used in this clause -
- (1) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an "electronic component" regardless of the tier of the end product at which it is installed.
  - (3) "End product" means supplies delivered under a line item of this contract.
- (4) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (5) "Specialty metals" means any of the following:
    - (i) Steel -
- (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or
- (B) containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.
- (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.
  - (iii) Titanium and titanium alloys.
  - (iv) Zirconium and zirconium base alloys.
- (b) Any specialty metals incorporated in articles delivered under this contract shall be melted or produced in the United States or its outlying areas.
  - (c) This clause does not apply to specialty metals -
- (1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
- (2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is -
  - (i) Produced by the Contractor; or
- (ii) If the Contractor does not produce the electroic component, produced by the subcontractor from which the electronic component was acquired.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

(End of clause)

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	246	22 JAN 2007	DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST (CDRL) FOR SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD)
EXHIBIT B	224	22 JAN 2007	DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST (CDRL) FOR PRODUCTION
ATTACHMENT 1	50	25 JAN 2007	SYSTEM REQUIREMENT DOCUMENT (SRD)/ SYSTEM SPECIFICATION
ATTACHMENT 2	19	25 JAN 2007	STATEMENT OF OBJECTIVE/WORK FOR KC-X PROGRAM SYSTEMS DEVELOPMENT AND DEMONSTRATION (SDD)
ATTACHMENT 3	5	05 DEC 2006	DD FORM 254 - DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION
ATTACHMENT 4	13	15 DEC 2006	PRELIMINARY AWARD FEE PLAN
ATTACHMENT 5	0		INTEGRATED MASTER PLAN - PROVIDED BY OFFEROR
ATTACHMENT 6	0		GFE - PRODUCTION (ENGINES) (TBD)
ATTACHMENT 7	2	29 JAN 2007	CPIF/AF INCENTIVE MATRIX (SDD)FPIF INCENTIVE MATRIX (LRIP AND FRP)
ATTACHMENT 8	1	16 NOV 2006	PACKAGING REQUIREMENTS (AFMC FORM 158)
ATTACHMENT 9	7	23 JAN 2007	OPTION MATRIX
ATTACHMENT 10	0		BASE SUPPORT AGREEMENT - RESERVED (SEE SECTION L ATTACHMENT 20)
ATTACHMENT 11	11	25 JAN 2007	STATEMENT OF OBJECTIVE/WORK FOR KC-X PROGRAM PRODUCTION, INCLUDING LOW RATE INITIAL PRODUCTION (LRIP) AND PRODUCTION
ATTACHMENT 12	0		SUBCONTRACTING PLAN/ADDENDUM AND SMALL BUSINESS PARTICIPATION PLAN - PROVIDED BY THE OFFEROR
ATTACHMENT 13	19	25 JAN 2007	TECHNICAL MANUAL CONTRACT REQUIREMENTS DOCUMENT
ATTACHMENT 14	0		PROVISIONING TECHNICAL DOCUMENTATION - PROVIDED BY OFFEROR
ATTACHMENT 15	0		COMMERCIAL PARTS LIST FOR AIRCRAFT AND ENGINES - PROVIDED BY THE OFFEROR

ATTACHMENT 16	9	29 JAN 2007	SECTION L ATTACHMENT NUMBER 1 - SECTION L-M CORRELATION MATRIX
ATTACHMENT 17	52	25 JAN 2007	SECTION L ATTACHMENT NUMBER 2 - WEAPON SYSTEM INTEGRITY MATRIX
ATTACHMENT 18	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 3 - PAST PERFORMANCE FACT SHEETS
ATTACHMENT 19	8	25 SEP 2006	SECTION L ATTACHMENT NUMBER 4 - PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 20	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 5 - PAST PERFORMANCE QUESTIONNAIRE TRANSMITTAL LETTER
ATTACHMENT 21	1	25 SEP 2006	SECTION L ATTACHMENT NUMBER 6 - PAST PERFORMANCE CLIENT AUTHORIZATION LETTER
ATTACHMENT 22	1	25 SEP 2006	SECTION L ATTACHMENT NUMBER 7 - EXAMPLE FORMAT FOR PAST PERFORMANCE CONSENT LETTER
ATTACHMENT 23	1	25 SEP 2006	SECTION L ATTACHMENT NUMBER 8 - PAST PERFORMANCE QUESTIONNAIRE TRACKING RECORD
ATTACHMENT 24	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 9 - FORM MC2607
ATTACHMENT 25	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 10 - WEIGHT STATEMENT
ATTACHMENT 26	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 11 - PRELIMINARY WORK BREAKDOWN STRUCTURE (WBS)
ATTACHMENT 27	2	25 SEP 2006	SECTION L ATTACHMENT NUMBER 12 - ADDITIONAL CWBS INFORMATION
ATTACHMENT 28	3	25 SEP 2006	SECTION L ATTACHMENT NUMBER 13 - BASIS OF ESTIMATE (BOE) DOCUMENTATION EXAMPLE
ATTACHMENT 29	4	25 JAN 2007	SECTION L ATTACHMENT NUMBER 14 - PRICE S PARAMETRIC INPUT
ATTACHMENT 30	15	29 JAN 2007	SECTION L ATTACHMENT NUMBER 15 - O&S DATA FORM
ATTACHMENT 31	141	01 MAY 1992	SECTION L ATTACHMENT NUMBER 16 - O&S COST ESTIMATING GUIDE
ATTACHMENT 32	TBD	20 JAN 2007	SECTION L ATTACHMENT NUMBER 17 - FACTOR 5 DATA INPUT PACKAGE

ATTACHMENT 33	209	22 JAN 2007	SECTION L ATTACHMENT NUMBER 18 - EVALUATION SCENARIO DATA FOR CMARPS (SECRET/NOFORN) (NOT INCLUDED IN RFP)
ATTACHMENT 34	6	30 NOV 2006	SECTION L ATTACHMENT NUMBER 19 - KC-X ACRONYM AND DEFINITION LIST
ATTACHMENT 35	15	10 AUG 2006	SECTION L ATTACHMENT NUMBER 20 - PRELIMINARY BASE SUPPORT AGREEMENT
ATTACHMENT 36	2	15 DEC 2006	SECTION L ATTACHMENT NUMBER 21 - COST AND SOFTWARE DATA REPORTING CONTRACT PLAN DD FORM 2794
ATTACHMENT 37	14	15 DEC 2006	SECTION L ATTACHMENT NUMBER 22 - COST AND SOFTWARE DATA REPORTING SUBCONTRACT PLAN DD FORM 2794
ATTACHMENT 38	2	25 JAN 2007	SECTION L ATTACHMENT NUMBER 23 - SUBFACTOR 1 REQUIREMENTS ALLOCATION TABLE

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

# <u>DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS</u>

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)
- 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (DEC 2006)
- **II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

#### A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

#### 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.
  - (2) The small business size standard is 1500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - [ ] (i) Paragraph (c) applies.
- [ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below lofferor to insert changes, identifying change by clause number, title, date1. These amended

representation(s)	and/or	certification(s)	are also	incorporated	d in this	offer	and are	current,	accurate,	and
complete as of the	e date d	of this offer.								

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

# 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check	the approp	riate box	below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.
[ ] (2) Certificate of Previously Submitted Disclosure Statement.
The offeror hereby certifies that the required Disclosure Statement was filed as follows:
Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
[ ] (3) Certificate of Monetary Exemption.
The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
[ ] (4) Certificate of Interim Exemption.
The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.
CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.
II. COST ACCOUNTING STANDARDSELIGIBILITY FOR MODIFIED CONTRACT COVERAGE
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.
[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

#### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

_	-		_		
Т	П	YES		1	VО

# 52.230-07 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ]	] Yes	[	] No
1	1 169	- 1	יויון

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

#### 52.234-03 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM -POST AWARD IBR (JUL 2006)

- (a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard -748 (current version at time of solicitation).
- (b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
  - (1) The plan shall--
    - (i) Describe the EVMS the offeror intends to use in performance of the contracts;
- (ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
- (iii) Describe the management system and its application in terms of the EVMS guidelines;
- (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

- (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
- (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

#### **B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

# 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

- (a) Definitions. As used in this provision--
- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
  - (2) "Entity controlled by a foreign government"--
    - (i) Means--
- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
  - (B) Any individual acting on behalf of a foreign government.
- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
  - (4) "Proscribed information" means--
    - (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended:
  - (iv) Special Access Program (SAP) information; or
  - (v) Sensitive Compartmented Information (SCI).

- (b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of Foreign Government

## 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

#### **TABLE**

Line	National Stock Iter		nmercial Sour	ce of Su	pply	Actual		
Items	Number	(Y o	(Y or N)		pany	Address	Part No.	Mfg?
(1)	(2) (3)	(4)	(4)	(5)	(6)			

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
  - (4) For items of supply, list all sources. For technical data, list the source.
  - (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

# 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

- (a) Definitions. As used in this provision-
- (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
  - (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-
- (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
- (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
- (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
- (b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-
  - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

# 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its

subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

Computer Software
to be Furnished
With Restrictions\*

Asserted
Asserted
Name of Person
Rights
Asserting

Category\*\*\*
Restrictions\*\*\*\*

- \*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.
- \*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- \*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- \*\*\*\*Corporation, individual, or other person, as appropriate.
- \*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date	
Printed Name and Title	
Signature	
(End of identification an	d assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

# 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) Representation. The Offeror represents that it
Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT
5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)
(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:
Name of firm(s) Booz Allen Hamilton Inc. Dynamics Research Corporation HJ Ford Logtech (MacAulay Brown, Inc.) MTC Technologies PESystems, Inc. Whitney, Bradley & Brown, Inc.
(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.
(1) Any objection to disclosure:
(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and
(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government

advisors for review and analysis:

Firm:

SECTION K FA8625-07-R-6470

Name (individual authorized to commit firm):
Title:
Date of Execution:
D. OTHER SOLICITATION PROVISIONS IN FULL TEXT
K001 JOINT VENTURE (MAY 1997)
In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.
The parties hereto expressly understand and agree as follows:
(a) (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of (same name, title, and company as above), (name, title, and company of alternate) is the alternate principal representative of the joint venture.
(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to (name, title and company of principal), principal representative of the joint venture.
FIRM FIRM
NAME NAME
TITLE TITLE
DATE OF EXECUTION DATE OF EXECUTION
NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [ ].

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

# A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.211-07	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) Rated Order: 'DO'
52.215-01	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004) -
	ALTERNATE I (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
	COST OR PRICING DATA (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)
	Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media:
	'as specified in Paragraph 2.10 of this Section.'
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)
	Alt IV, Para (b), Insert description of the information and the format that are required: 'as
	specified in Paragraph 6 of this Section.'
52.216-01	TYPE OF CONTRACT (APR 1984)
32.210-01	Type of contract is 'Firm Fixed Price, Fixed Price Incentive Firm, Time and Materials,
	Cost Plus Award Fee, and Cost Plus Incentive Fee'
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMTARGETS (OCT
52.219-24	2000)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB
	1999)
52.232-13	NOTICE OF PROGRESS PAYMENTS (APR 1984)
	Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
	(MAY 1999)
52.233-02	SERVICE OF PROTEST (SEP 2006)
	Para (a) Official or location is '
	Sandra Palmatier
	2530 Loop Road West, Rm 159
	WPAFB, OH 45433-7101'
52.237-01	SITE VISIT (APR 1984)
52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)
52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)

# B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.211-7002	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS,
	DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS
	(DEC 1991)
	Activity's complete address is '2530 Loop Road West, Room 159, WPAFB OH 45433-
	7101'
252.211-7004	ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
	GOVERNMENT (JUN 1995)
252.242-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)

## C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

# D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)

Para (a), Nature of the proposed conflict is 'TBD Offeror'

Para (a)(1), nature of the proposed restraint and the applicable time period is 'TBD

Offeror'

5352.227-9001 QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED SOLICITATION (AFMC) (JUL 1997)

SOLICITATION (AFMC) (JUL 1997)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

#### A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

# 52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

# 52.211-03 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988) (TAILORED)

The specifications cited in this solicitation may be obtained from: Ms Sandra Palmatier, Contracting Officer KC-X.IndustryRequests@wpafb.af.mil

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

# 52.211-04 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

653 Aeronautical Systems Squadron 2530 Loop Road West, WPAFB OH 45433-7101 (937) 656-9599 Ms Sandra Palmatier M-F 0800 - 1600 Local

# 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

#### 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **B. OTHER SOLICITATION PROVISIONS IN FULL TEXT**

## L003 NEW MEXICO GROSS RECEIPTS TAX (AUG 2005)

- (a) New Mexico Gross Receipts (NMGRT) applies to all receipts collected (cost and profit) from engaging in business in New Mexico (NM); selling property in NM, leasing property employed in NM, selling R&D services performed outside NM the product of which is initially used in NM if the contractor has nexus in NM, or performing services in NM.
- (b) Offerors are expected to be knowledgeable of the Gross Receipts and Compensating Tax Act for the State of New Mexico in the preparation of their proposal. For assistance, please contact the State of New Mexico Taxation and Revenue Department, P.O. Box 630, Santa Fe NM 87504-0603, or call (505) 827-0928 or 0909.

# L011 APPLICABLE CLAUSES (MAY 2002) (TAILORED)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

- (a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS SUBCONTRACTS, and DFARS 252.227-7039, PATENTS REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.
- (b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).
- (c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will

contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

- (d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.
- (e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, and DFARS 252.219-7003.

#### L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

- (a) Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.
- (b) Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.
- (c) Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.
- (d) Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

#### L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAY 2004)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

#### L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it

is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within 30 days after receipt of the Contracting Officer's request.

# LO47/653 AESS L-III INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION (JAN 2007)

#### 1.0 Program Structure and Objectives

The Government is implementing a streamlined approach based on Integrated Product Development (IPD) for this KC-X effort. This approach provides flexibility to the offeror in planning and executing an effective effort while giving the Government greater visibility into this effort.

The Government's solicitation provides the offeror with the following elements: Model Contract (Sections A - K), Section L, Section M, Statement of Objectives (SOO), Preliminary Work Breakdown Structure (PWBS), Applicable Documents (including System Requirements Document (SRD)), and Contract Data Requirements List (CDRL). Based on the solicitation requirements, the offeror shall submit a proposal containing a completed Model Contract, System Specification, Contract WBS (CWBS), Statement of Work (SOW), Applicable Documents, an Integrated Master Plan (IMP) and Schedule (IMS), and enhanced CDRL in accordance with the detailed proposal preparation instructions found in this solicitation.

#### 2.0 General Instructions

- 2.1 This section of the Information To Offerors (ITO) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Any offeror who submits an incomplete package may be considered non-responsive. The offeror's proposal shall be compliant with this ITO (Section L) and shall address requirements as stated in the SOO, SRD, CDRL, and Model Contract. The offeror's SOW shall conform to the Government's SOO. Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.
- 2.2 The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation on only the information presented in the offeror's proposal.
- 2.3 Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.
- 2.4 The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.
- 2.5 In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

#### 2.6 General Information

#### 2.6.1 Point of Contact

The Contracting Officer (CO), Ms Sandra Palmatier, (937) 656-9599, is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in Section A of the model contract/solicitation. Any requests for clarifications should be submitted within ten (10) work days of the Request for Proposal (RFP) release. Answers to clarifications will be posted to the FedBizOpps or issued via an RFP amendment. In the event of any conflict between the response to clarifications and the RFP, the RFP (including any amendments) shall take precedence.

#### 2.6.1.1 Debriefings

The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

#### 2.6.1.2 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale.

#### 2.6.1.3 Electronic Reference Documents

All unclassified referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) web site at <a href="http://www.fedbizopps.gov">http://www.fedbizopps.gov</a>>. Potential offerors are encouraged to subscribe for FedBizOpps e-mail notifications.

For access to any classified documentation referenced in this RFP, contact the CO as indicated above. Accompanying the request for classified information, the offerors must include proof of facility and personnel clearances to handle classified documentation.

#### 2.6.2 Oral Presentation & Familiarization Training

- 2.6.2.1 Each offeror will be given the option to present the Mission Capability/Proposal Risk Volume of the proposal in an oral presentation. This presentation will serve to explain the offeror's written proposal for the designated subject matter. Presentations will be conducted at Building 570, WPAFB OH within two (2) weeks of proposal submittal. No presentation may exceed 4 hours and each offeror may be represented by no more than 4 people. Fifteen (15) copies of all briefing materials presented must be submitted with the written proposal submission. These materials and the oral presentations shall only contain material included in the offerors written proposal. Information obtained from the presentation material and the oral presentation will support Government evaluation of the Mission Capability factor. The Government will notify offerors by phone, email, or FAX of the order of presentations. The offeror must notify the CO in writing of the name, phone, e-mail, and FAX number of the individual to whom the Government should give notice.
- 2.6.2.2 Within two (2) weeks after RFP Receipt, each offeror shall provide presentation materials for their aircraft general familiarization courses of their baseline commercial aircraft configuration. Offeror's format is acceptable. The General Familiarization Training will not be included as part of the evaluation.

#### 2.7. Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 2.1 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 2.1. The attachments identified in the table shall be separately bound in three-ring, loose-leaf binders, by volume, as necessary. Each subfactor within the Mission Capability factor shall be separately tabbed.

	- Proposal Organization VOLUME TITLE	HARD-COPIES and ELECTRONIC COPIES (EACH)	PAGE LIMIT
I	Executive Summary	15 PO 1-DCMA 1-DCAA	20
II	Mission Capability/ Proposal Risk	15 PO 1-DCMA 1-DCAA	Excluding IMS/IMP, SOW, System Spec, Product Spec, General Description Data (Limited to 200 pages), Cross Reference Matrix, Systems Requirements Matrix, Draft Tailored Airworthiness Certification Criteria, CMMI Appraisal, Contractor Work Breakdown Schedule and Dictionary, Weapon Systems Integrity Matrices, Small Business Subcontracting Plan
III	Past Performance	15 PO 1-DCMA 1-DCAA	75 (Excluding Attachments 6,7 & 8 and FAA/DCMA Audits or Reviews with supporting documentation)
IV	Cost/Price	15 PO 1-DCMA 1-DCAA	600 (Excluding any attachments described in Sec L, Para 6.0)
V	Integrated Fleet Aerial Refueling Assessment	15 PO 1-DCMA 1-DCAA	100 (Excluding requested input, Attachment 17)
VI	Contract Documentation	15 PO 1-DCMA 1-DCAA	Unlimited
VII	Oral Presentations	15 PO 1-DCMA 1-DCAA	100 Slides
VIII	Request for Domestic Non-Availability Determination	5-PO 1-DCMA 1-DCAA	Unlimited

# 2.7.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. Page limitations may be placed on responses to Evaluation Notices (ENs). The specified

page limits for EN responses will be identified in the letters forwarding the ENs to the offerors. Each page shall be counted except the following: cover, table of contents, glossary, acronyms, and index.

#### 2.7.2 Cost or Pricing Information

All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

#### 2.7.3 Classified Information

Where classified information is required in the offeror's response, it shall be provided as a classified supplement and bound in a single classified addendum to the offeror's solicitation and shall be limited to no higher than collateral Secret. Each entry in the classified addendum shall be referenced to the proposal volume, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified volume where the classified insert applies, giving the page and paragraph numbers within the addendum where it can be found. Binding shall conform to the same directions as those given in this ITO for unclassified portions. The classified addendum shall conform to the marking and transfer requirements of the National Industrial Security Program Operating Manual (NISPOM), as specified by the DD Form 254. Pages in a classified addendum will be included in the page count for the applicable volume. The classified addendum shall be submitted to:

516 AESW/SF 2590 Loop Road West Wright-Patterson AFB OH 45433-7142

#### 2.7.3.1 Disposition of Classified Material Not Received Under a Specific Contract.

In accordance with the National Industrial Security Program Operating Manual (NISPOM), Offerors shall return all classified material (as determined by the Government) received with a bid, proposal, or quote in accordance with the following schedule: (1) If a bid, proposal, or quote is not submitted or is withdrawn within 180 days after the opening date of bids, proposals, or quotes; (2) If a bid, proposal, or quote is not accepted within 180 days after notification that a bid, proposal, or quote has not been accepted.

If the classified material was not received under a specific contract, such as material obtained at classified meetings or from a secondary distribution center, it must be destroyed within 1 year after receipt.

Offerors shall comply with NISPOM paragraphs 10-202, Contract Security Provisions, and 2-102, Eligibility Requirements.

# 2.7.4 Cross Referencing

#### 2.7.4.1 Cross Referencing Matrix (CRM)

The offeror shall provide a proposal CRM that assures all requirements are addressed and easily accessible to the evaluators. The CRM must provide a single integrated index for the entire proposal. This index shall cross reference the proposal volume and paragraphs to specific RFP requirements, and CLINs as well as other parts of the proposal that contains relative information. Deliver the CRM in tabular and Microsoft Access (2002) or 2003 format. The Government has provided attachment 1 to assist the offeror in correlating Section L requirements with Section M Measures of Merit.

Table 2.2 - Sample Cross Reference Matrix

Section L paragraph #			 SOW paragraph #	Specification paragraph #	CLIN	CDRL
	with page, paragraph #	Factors				

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#### 2.7.4.2 Cross Referencing Between Volumes

Each volume shall stand alone without cross referencing among volumes, or other submitted material. Only those attachments identified in Table 2.1 may be referenced by its respective volume. Offerors may cross reference within a single volume. Information required for proposal evaluation which is not found in its designated volume, or its' identified attachments in Table 2.1, will be assumed to have been omitted from the proposal.

## 2.7.5 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

#### 2.7.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

#### 2.8 Page Size and Format

- 2.8.1 A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced. Except for the reproduced sections of the solicitation document (Section A-K), the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume (and subfactor for Mission Capability Volume, Vol II). These page format restrictions shall apply to responses to ENs. These limitations shall apply to both electronic and hard copies of proposals submitted.
- 2.8.2 Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and each 8.5 x 11 surface of a foldout shall be counted as a separate page (i.e. one 8.5 x 17 foldout equals 2 proposal pages). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For pre-existing documentation, text in tables, charts, graphs and figures text shall be no smaller than 8 point when included in proposal. For other tables, text shall be no smaller than 10 point. These limitations shall apply to both electronic and hard copies of proposals submitted.

### 2.9 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. Where applicable, subfactors will be tabbed within the volume to allow separation and standalone review. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Attachments not included in the Volume page count (per Table 2.1) shall be separately bound from the applicable volumes.

#### 2.10 Electronic Offers

The content and page size of electronic copies must be identical to the hard copies. For electronic copies, indicate on each CD the volume number and title. Use separate files to permit rapid location of all

portions, including subfactors, exhibits, annexes, and attachments, if any. The offeror shall submit volumes I through VII in electronic format, using non re-writable CDs. Each volume shall be in a different directory on a CD. If files are compressed, the necessary decompression program must be included.

In addition to other instructions for submitting electronic versions of your proposal, offerors shall follow these instructions:

Electronic storage media shall be submitted in one of the following formats: prerecorded (pressed) CD-ROM or CD-R.

If submitting documents using Microsoft Office 2000 (or an earlier version), save files in default format; e.g. with Word, "Save as type" set to "Word Document (\*.doc)" only.

If submitting documents using Microsoft Word XP (2002) or 2003:

For Word XP (2002) documents, set "Save as type" to Word 97-2002 & 6.0/95 - RTF (\*.doc).

For Word 2003 documents, set "Save as type" to Word 97-2003 & 6.0/95 - RTF (\*.doc).

Under the Word File menu do not use Versions...

When using Microsoft Excel XP (2002) or 2003:

For Excel XP (2002) spreadsheets, set "Save as type" to "Microsoft Excel 97-2002 & 5.0/95 Workbook (\*.xls)".

For Excel 2003 spreadsheets, set "Save as type" to "Microsoft Excel 97-2003 & 5.0/95 Workbook (\*.xls)".

When using Microsoft PowerPoint XP (2002) or 2003:

For PowerPoint XP (2002) presentations, set "Save as type" to "Microsoft PowerPoint 97-2002 & 95 Presentation (\*.ppt)".

For PowerPoint 2003 presentations, set "Save as type" to "Microsoft PowerPoint 97-2003 & 95 Presentation (\*.ppt)".

Submit any Microsoft Project files in Microsoft Project 2003.

Submit PDF documents using only Adobe Acrobat 6.0. Do NOT submit any documents in PDF format that are copied as "images". When creating PDF files always create to enable textual search and copy functions.

Past Performance Information: Offeror's must use the past performance information tool at https://pixs.wpafb.af.mil/PPI\_template/dIPPI.asp for their electronic proposal submittal of relevant past performance contract information. Hard copies of the pages generated from this tool shall be used in the hard copy of the past performance volume subject to the limitations outlined in this RFP and should be Tab 1 of the past performance volume. If you are unable to download the past performance information tool, contact the contracting officer for assistance. Save the PPI database file as prime contractor name + RFP number + .mdb (e.g. XYZCompanyFA862606R0001.mdb)

#### 2.11 Proposal Submission

Offerors must submit seventeen (17) paper copies of their proposals. One of the seventeen paper copies shall be the original signed copy and must be marked accordingly. Fifteen (15) copies, including the original, shall be addressed to the CO and mailed to: 653 AESS, 1755 Eleventh St., Bldg 570, WPAFB OH 45433-7404. One copy each shall be provided to the cognizant Administrative Contracting Officer (ACO) and Defense Contract Audit Agency (DCAA) Supervisory Auditor. Be sure to advise the ACO and the DCAA Auditor that the proposal is "Source Selection Information"--See FAR 2.101 and 3.104.

2.12 Variation in Quantity (VIQ) provisions for fixed-price-incentive-firm (FPIF) line item options

- 2.12.1 The Government intends that the resulting contract have a flexible approach to procuring production (LRIP and FRP) quantities for Lots 1 through 5. Accordingly, Lots 1 through 5 shall be priced in Section J, Attachments 7 and 9 by means of a Variation in Quantity (VIQ) provision that will be incorporated into the contract. The VIQ provision will function as follows:
- 2.12.1.1 Each lot will have a target quantity for evaluation purposes. Each lot shall also have two prices associated with it (one inclusive of engines and one exclusive of engines). These prices will be termed the Unit Production Target Cost (\$UPTC) and shall be expressed in then-year dollars. All unit target costs for all the possible quantities in the table shall be expressed as factors (to 3 decimal places) to be multiplied times the applicable \$UPTC for the lot. The factor for the target quantity for the lot that corresponds to the "previous quantity ordered" target quantities will be 1.000. As previously stated, there shall be two (2) \$UPTCs for each lot: one inclusive of installed and initial spare engines and one that excludes engines. These will be the only two dollar values upon which all other targets will be based. Ceiling price shall be based on the target cost.
- 2.12.1.2 Each lot will have a table of possible buy quantities related to total quantities from previous buys to take full advantage of cost improvement/learning as more KC-X tankers are produced. The table shall be populated with proposed factors of \$UPTC, with the factor for the target quantity that corresponds to the "previous quantity ordered" target quantities being 1.000.
- 2.12.1.3 At the time of option exercise, the quantity stipulated for procurement by the Government will be multiplied by the \$UPTC and then be multiplied by the factor from the place in the table associated with the total number of aircraft procured in previous lots. This calculation will yield a total target cost for the applicable CLINs covered by the lot. Total target profit will be calculated as a percentage of the total target cost minus the total target Facilities Capital Cost of Money (FCCoM) cost. Ceiling Price for the lot will be calculated as a percentage of the total target cost. The share ratio will be as set forth in the contract.
- 2.12.1.4. After any option exercised and determination of the total option target price at the instant contract or after award, the Contractor shall propose CLIN pricing allocating the total target price to all covered CLINs to the Contracting Officer or agreement and incorporation in the contract.
- 2.12.2 To implement the VIQ provision, offerors shall comply with the following instructions in completing their contracting volume:
- 2.12.2.1 Provide a proposed \$UPTC including engines and a proposed \$UPTC excluding engines for each of Lots 1 through 5 as set forth in Section J, Attachment 7 of the model contract.
- 2.12.2.2 Provide proposed factors to three decimal places for all combinations of previous buy quantities and current buy quantities and cost information for all lots in Section J, Attachment 7. The factor proposed for the target quantity of the current option corresponding with the sum of the previous options' target quantities shall be 1.000. Complete methodology and supporting justification for the proposed factors shall be provided for the Government's evaluation under the Cost/Price factor in Section M.
- 2.12.2.3 Offerors shall use the Government provided ceiling price percentage and share ratio percentages, as dictated in Section J, Attachment 7, in development of target cost, target profit, and target pricing.
- 3.0 Volume I: Executive Summary Volume In the executive summary volume, the offeror shall provide the following information:
- 3.1. Narrative Summary

The offeror shall provide a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with

Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

#### 3.2 Table of Contents

A master table of contents of the entire proposal shall be provided.

#### 4.0 Volume II: Mission Capability and Proposal Risk Volume

#### 4.1 General

The Mission Capability and Proposal Risk Volume should be specific and complete. Legibility, clarity and coherence are very important. Responses will be evaluated against the Mission Capability subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology and airframe characteristics proposed for accomplishing/satisfying these subfactors. By proposal submission, the offeror is representing the offeror's firm will perform all the requirements specified in the solicitation. Do not merely reiterate or reformulate the requirements specified in the solicitation.

#### 4.2. Format and Specific Content

# 4.2.1 Mission Capability and Proposal Risk

In the Mission Capability and Proposal Risk volume, address the proposed approach to meet the requirements of each Mission Capability subfactor, as well as the risks in terms of mission capability/performance, cost, and/or schedule.

#### 4.2.1.1 Volume Organization

The Mission Capability and Proposal Risk volume shall be organized according to the following general outline:

Table of Contents
List of Table and Drawings
Glossary
General Description Data
Cross Reference Matrix
Subfactor One
Subfactor Two (etc.)
Risk Matrix

### 4.2.1.2 General Description Data

The offeror shall provide the following general description data to assist in understanding and evaluating the Mission Capability and Proposal Risk (all performance data are for standard day, no wind conditions without any aerial refueling wing pods installed, unless noted). Fold out pages may be used, and except for "Dimensional multi-view exterior drawing" (2nd bullet below); which should be a stand-alone drawing or drawing package) separate drawing requests below may be combined into fewer drawings so long as all requested information is provided. The contents of this section shall not count against the 750 page Mission Capability/Proposal Risk Volume page limitation; however, there is a 200-page limitation for General Description Data:

Baseline Aircraft Designation (civil, military (if applicable))
Dimensioned multi-view (minimum of 3 views) exterior drawing
Inboard profile drawing noting fuel tank locations and capacity
Cutaway top-view drawing noting fuel tank locations
Identify which tanks can carry isolated fuel
Avionics and software architecture diagrams/drawings
Taxi clearance and turning radius drawing
Engines

Designation (civil, military (if applicable))

Number of engines per aircraft

Thrust line location and orientation for each engine

Engine rated thrust and fuel flow as a function of altitude and Mach for takeoff thrust and for maximum continuous thrust (thrust maps), installed

Ground idle thrust, installed

Aircraft dimensions

Length (with and without refueling boom)

Fuselage length

Wingspan

Ground height (struts and tires normally serviced)

Wing characteristics

Incidence

Dihedral

Sweepback (leading edge and quarter chord)

Aspect Ratio

Section (root, mean aerodynamic chord location, tip)

Mean Aerodynamic Chord (BL location, length and thickness)

Theoretical area

Fuselage characteristics

Width (maximum and constant cross section portion)

Height (maximum and constant cross section portion)

Cargo door dimensions (including and excluding restrictions due to rounded corners, hinges, actuators, etc.)

Cargo area width, length, height

Cargo deck maximum design floor loading, including any localized restrictions

Basic aerodynamics/performance data as a function of altitude and Mach, as appropriate Lift coefficient versus angle of attack and versus drag coefficient at flap and slat settings for takeoff (in and out of ground effect), climb, cruise, approach, and landing (in and out of ground effect)

Incremental lift and drag due to landing gear and due to spoilers

Drawing of refueling boom and installation, with travel and extension limits

Chart depicting boom aerial refueling envelope in terms of altitude and airspeed

Physical and functional description of the centerline and wing mounted drogue aerial refueling systems and interfaces

Chart depicting centerline and wing mounted drogue aerial refueling systems aerial refueling envelopes in terms of altitude and airspeed

Physical and functional description of aerial refueling receptacle

External lighting for tanker and receiver aerial refueling, location and area illuminated with degree and method of adjusting of intensity brightness

Landing gear characteristics

Number, location and type of landing gear

Number, size and location of tires

Nose and main gear wheel/tire size designations

Nose and main tire inflation pressures

Ground Flotation Aircraft Classification Numbers (ACNs) and Load Classification

Numbers (LCNs)

Brake type, materials, and braking coefficient(s)

Aircraft layout reference system (WL, BL, FS or similar) and origin location

Aircraft weight and balance envelope(s), noting:

Basic Empty Weight and center of gravity (CG) location (note WL, BL, and FS locations also for this item)

Maximum fuel load mission takeoff weight and CG (location or applicable range)

Maximum takeoff gross weight and CG (location of applicable range)

Maximum inflight gross weight and CG (location or applicable) range

Location and capacity of all fuel tanks

Maximum offloadable fuel weight and/or quantity

Maximum isolated fuel weight and/or quantity

Maximum payload capacity (volume and weight)

Maximum landing weight and cg (location or applicable range)

The maximum sink rate/g-loading allowed during landing at maximum landing weight Performance

Maximum unrefueled ferry range with no payload (20 min reserve), standard day and standard day +20 degrees C

Takeoff distance (ground roll, 35-foot obstacle clearance, and 50-foot obstacle clearance) for maximum fuel load (limited to maximum takeoff gross weight), standard day and standard day +20 degrees C, using (1) maximum rated power and (2) minimum required/recommended power

Maximum gross weight takeoff distances (ground roll, 35-foot obstacle clearance, and 50-foot obstacle clearance), standard day and standard day +20 degrees C, using (1) maximum rated power and (2) minimum required/recommended power

Maximum landing weight landing distance (ground roll, 35-foot obstacle clearance, and 50-foot obstacle clearance), standard day and standard day +20 degrees C, using 3 degree glideslope, standard approach speed schedule, standard sink rate

Optimum cruise speed and Mach number, heavy weight, mid-cruise weight, light weight (state weights)

Maximum cruise speed and Mach number, heavy weight, mid-cruise weight, light weight (state weights)

Optimum cruise altitude, heavy weight, mid-cruise weight, light weight (state weights)

Maximum cruise altitude, heavyweight, mid-cruise weight, light weight (state weights)

Optimum refueling speed (or speed range) as a receiver and as a tanker

Maximum and minimum tanker refueling speeds for aircraft boom, centerline drogue, and wing mounted aerial refueling system

Maximum on Ground (MOG) area

- 4.2.2 Subfactor One: Key System Requirements
- 4.2.2.1 System Requirements Matrix

The offeror shall complete Table 5-1, System Requirements Matrix, listing the required and desired KC-X requirements as defined in the SRD. The contents of the specific matrix columns are as follows:

- 4.2.2.1.1 SRD Paragraph List each KC-X SRD paragraph that defines the attribute (required and desired capabilities).
- 4.2.2.1.2 Attribute Not Met/Not Fully Met/Met/Exceeded Indicate if the SRD attribute will not be met, will be exceeded. Include rationale for attributes not met or not fully met.
- 4.2.2.1.3 KC-X System Specification Paragraph List the KC-X System Specification paragraph(s) that defines the proposed requirement.
- 4.2.2.1.4 List the applicable SOW paragraph (if any).
- 4.2.2.1.5 Description of Modifications to Baseline Commercial Air Vehicle Provide a brief description of the modifications and integration required to the baseline aircraft to meet the System Specification requirement.
- 4.2.2.1.6 Initial Risk Assessment References Identify in the KC-X initial risk assessment initial performance risk assessment and attendant risk management/mitigation strategy, where available.

4.2.2.1.7 IMP/IMS Reference - Identify the Integrated Master Plan and Integrated Master Schedule task(s) references, if applicable.

Table 5-1 - System Requirements Matrix (format)
---

SRD	Attribute Not	KC-X System	SOW	Description of	Risk	IMP/IMS
Paragraph	Met/Not Fully Met/Met/Exce eded		paragraph (if any)	Modifications to Baseline Commercial Air Vehicle		References (if any)

### 4.2.2.2 System Requirements

The offeror shall:

- 4.2.2.2.1 Refer to Attachment 23, Subfactor 1 Requirements Allocation Table, which breaks out the SRD requirements into the Section M evaluation categories of: aerial refueling, airlift, operational utility, survivability, and other system requirements.
- 4.2.2.2.2 Provide a System Specification based on the SRD, including all appendices. Provide suggested SRD revisions, where appropriate, to reflect the proposed system. Include system qualification/verification methods (Section 4) for all Section 3 requirements. Use DI-IPSC-81431A as a guide. When providing the system specification values where SRD thresholds and objectives are specified, the offeror must propose a single value, not a range of values.
- 4.2.2.2.3 Provide a draft aircraft (product) specification. When providing the product specification values where SRD thresholds and objectives are specified, the offeror must propose a single value, not a range of values.
- 4.2.2.2.4 Provide design approach, technical rationale, and any supporting data for proposed KC-X military operating environment (environmental conditions, criteria, and limitations, such as temperature, humidity, altitude, etc.).
- 4.2.2.3 The offeror shall provide design approach, technical rationale, and any supporting data for the following Aerial Refueling items:
- 4.2.2.3.1 Tanker aerial refueling capability for receptacle-equipped receivers.

The offeror shall describe the ability of the proposed KC-X to refuel current and programmed receptacle-equipped receivers that are USAF tanker-compatible. The offeror shall describe the capabilities of the refueling system. The offeror shall identify and discuss limitations of the proposed aircraft or refueling system which may impact its ability to refuel current and programmed receptacle-equipped receivers that are USAF tanker-compatible. The offeror shall list different methods of conducting boom refueling for normal, abnormal, and emergency refueling.

4.2.2.3.2 Receiver aerial refueling capability.

The offeror shall describe the ability of the proposed KC-X to be refueled from current and programmed USAF tanker aircraft. The offeror shall describe the capabilities of the refueling system as a receiver. The offeror shall identify and discuss limitations of the proposed aircraft (including performance, maneuverability, or flying qualities) or refueling system which may impact its ability to be refueled from current and programmed USAF tankers

4.2.2.3.3 Aerial refueling offload versus mission radius.

The offeror shall provide an analysis of offload versus radius capabilities for the proposed aircraft for standard day and standard day + 20 degrees Celsius conditions for radii of 500 nautical miles (NM) through 2,500 NM inclusive and using the ground rules stated in the SRD. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all assumptions used in the calculations. The offeror will identify any modifications to the basic airframe or system components required to extend the mission radius versus offload performance beyond the threshold value shown in the SRD. The offeror will describe any impacts to other mission areas (cargo, passenger, medical, etc) if the aircraft is configured to maximize the offload versus radius performance.

# 4.2.2.3.4 Tanker aerial refueling capability for probe-equipped receivers.

The offeror shall describe the ability of the proposed KC-X to refuel probe-equipped receiver aircraft. The offeror shall describe the capabilities of the hose-and-drogue refueling system(s). The offeror shall identify and discuss limitations of the proposed aircraft (including flow-field induced oscillations or instabilities) or refueling system(s) which may impact its ability to refuel probe-equipped receivers.

# 4.2.2.3.5 The size of the boom envelope

The offeror shall provide an analysis that defines the characteristic of the boom envelope for the proposed KC-X aircraft. The analysis shall include parametric data developed from flight and flight simulation with the specific boom flown on the specific aircraft proposed by the offeror. The offeror shall identify those cases where the boom envelope exceeds the threshold requirements identified in the SRD and discuss the operational and technical benefits of the proposed design and implementation. The offeror shall describe the simulation used to evaluate and identify boom operational capabilities needed (which models, weather conditions, etc.). The offeror shall describe both the theoretical maximum size of the boom envelope and the actual operationally-effective size of the boom envelope, if different.

#### 4.2.2.3.6 Aerial refueling operator (ARO) station

The offeror shall describe what controls, visuals, and situational awareness aids will be provided at the proposed ARO station. The offeror shall describe the human systems interface features of the station. The offeror shall describe how these aid the ARO in performing assigned duties and provide supporting analysis and/or test data. The offeror shall describe mission critical systems of the ARO station. Describe the ARO station reliability and maintainability features and failure detection and management.

#### 4.2.2.3.7 Aircraft fuel efficiency

The offeror shall document the fuel efficiency of the proposed aircraft in the aerial refueling mission. The offeror shall use the following definition of efficiency:

Aerial Refueling Efficiency = (fuel offloaded) / (fuel burned + fuel offloaded)

The offeror shall compute and present the aerial refueling efficiency for the same conditions (ground rules) as used to generate the aerial refueling offload versus radius chart/data of 4.2.2.3.3. for radii of 500 nautical miles (NM) through 2,500 NM inclusive. Offeror shall also compute Aerial Refueling Efficiency (as defined above) for offeror-defined optimum efficiency flight profiles to offload fuel at the same radii. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations. The offeror shall identify and discuss any proposed changes to the baseline commercial aircraft for increased fuel efficiency and provide data to validate estimated efficiency increases and/or fuel savings.

4.2.2.4 The Offeror shall provide design approach, technical rationale, and any supporting data for the following airlift capability items:

#### 4.2.2.4.1 Airlift efficiency.

The offeror shall provide aircraft payload versus unrefueled range charts and tabulated data for standard day conditions, optimum long range cruise airspeed/mach number at optimum long range cruise altitude(s), takeoff weights that allow for normal taxi fuel usage (i.e., takeoff brake release at a weight not to exceed maximum takeoff gross weight), no runway length restriction, and reserve fuel sufficient for 2

hours at best range speed at optimum altitude(s) (fuel used to climb during this reserve condition need not be considered). Each point on the payload versus range and fuel used versus range charts/data represents a complete individual mission, with each to include takeoff, climb, cruise, descent, and landing with reserves. The offeror shall document and provide the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations. The data presented must be consistent with the proposed type-certified design and intended operational procedures in the cargo role. The offeror shall, for the same ground rules, assumptions, and conditions, provide fuel burned versus unrefueled range charts and tabulated data which correspond to the payload versus unrefueled range charts (except that the portion of the chart below 500 NM range is not requested for fuel burned versus unrefueled range). Airlift efficiency calculation procedure is as follows:

- a. Starting at a range of 500 NM divide the cargo carried from the payload-unrefueled range chart (or table) by the fuel used at the same unrefueled range from the fuel used versus unrefueled range chart (or table). Ground rules and assumptions for the two curves must be identical. This will result in a plot and table having units of pounds of payload carried per pound of fuel used versus nautical mile range. Provide this plot and tabulated data.
- b. For the curve described in paragraph a. above, integrate from 500 nautical miles to maximum unrefueled range. This will result in a single value with the units, payload pounds-nautical mile per pound fuel used. This number is defined as the airlift efficiency.

#### 4.2.2.4.2 Cargo

The offeror shall describe the aircraft's ability to meet or exceed the cargo requirements as defined in the SRD, including mixes of cargo, passengers and aeromedical evacuation patients. The offeror shall identify the number and weight of pallets which may be carried in various loading configurations, including all-cargo configuration(s). Offeror shall identify all restrictions on pallet weight, volume, and placement within the aircraft.

#### 4.2.2.4.3 Passengers

The offeror shall identify the maximum number of passengers which can be carried and supported.

#### 4.2.2.4.4 Aero-medical evacuation

The offeror shall quantify the aircraft aero-medical evacuation capability in a manner consistent with the requirements and ground rules of the SRD. Offeror shall also identify the maximum number of aeromedical evacuation patients (litter, ambulatory, and mixes of the two) which can be carried and supported. Offeror shall identify any additional ground rules and assumptions associated with the data provided.

#### 4.2.2.4.5 Ground turn time

The offeror shall provide estimates of ground turn time in a manner consistent with SRD requirements. Offeror shall provide complete timelines for ground turn consistent with SRD ground rules. Offeror shall identify all tools and support equipment required for aircraft ground turn. Offeror shall identify any additional ground rules and assumptions associated with the data provided.

## 4.2.2.4.6 Cargo bay reconfiguration

The offeror shall provide estimates of reconfiguration times in a manner consistent with SRD requirements. Offeror shall provide complete timelines for reconfiguration in a manner consistent with SRD ground rules. Offeror shall identify all tools and support equipment required for reconfiguration. Offeror shall identify any additional ground rules and assumptions associated with the data provided.

4.2.2.5 The offeror shall provide design approach, technical rationale, and supporting data for the following Operational Utility items:

#### 4.2.2.5.1 Aircraft maneuverability

The offeror shall document the ability of the proposed aircraft to meet or exceed SRD requirements to fly tanker tactical profiles. Documentation to support compliance with these requirements shall be in the

form of test results or validated simulation results. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations.

#### 4.2.2.5.2 Worldwide airspace operations

The offeror shall provide a detailed description of the proposed aircraft characteristics that comply with the SRD requirement(s) for an intercontinental range aircraft, equipped and certified for operation in worldwide airspace. This shall include the worldwide CNS/ATM capabilities of the aircraft to include impacts on crew workload.

#### 4.2.2.5.3 Net-Ready Capability

The offeror shall provide design documentation that describes their approach to the SRD requirements as defined in the KC-X Net-Ready Appendix including submittal of the completed Net-Centric Checklist, Version 2.1.3, May 12, 2004. This information shall include the following:

- 4.2.2.5.3.1. The communications links that will support this capability
- 4.2.2.5.3.2. Listing of intended information exchange participants
- 4.2.2.5.3.3 The approach to information assurance and the processing of the data, both classified and unclassified
- 4.2.2.5.3.4. Planned functional description of all Net-Ready integration between aircraft on-board systems
- 4.2.2.5.3.5. Human factors, to include how the approach will consider crew workload and crew interaction
- 4.2.2.5.3.6. Explanation of the growth capability of the proposed Net-Ready system(s)

# 4.2.2.5.4 Treaty compliance support

The offeror shall describe his approach to the treaty-compliance support requirements of the SRD.

## 4.2.2.5.5 Formation flight

The offeror shall document the ability of the proposed aircraft to meet or exceed SRD requirements to fly tanker formations. Documentation supporting compliance with these requirements shall be in the form of test results or validated simulation results. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations.

#### 4.2.2.5.6 Intercontinental range

The offeror shall document the un-refueled ferry range of the aircraft. The offeror shall provide range analyses for standard day and standard day + 20 degrees Celsius conditions. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations.

# 4.2.2.5.7 Operating from a 7000 ft runway

The offeror shall document the ability of the proposed KC-X aircraft to operate, including takeoff gross weight, from a 7000 ft runway for standard day conditions and using FAA ground rules. The offeror shall document the basis of the data used for computations (e.g., estimated, flight test) and all ground rules and assumptions used in the calculations.

#### 4.2.2.5.8 Bare-base airfield operations

The offeror shall document the ability of the proposed KC-X system to meet or exceed the SRD requirement to support theater aerial refueling operations from bare base airfields with confined ramp space. This shall include the Maximum On Ground (MOG), Aircraft Classification Number (ACN) and Load Classification Number (LCN) at maximum ramp weight and maximum takeoff gross weight (nominal

center of gravity location in both cases). The offeror shall describe the abilities and limitations of the proposed KC-X system to maintain operational availability and meet operational mission requirements with minimum support facilities and limited space.

- 4.2.2.5.9 Growth provisions for upgrades The offeror shall:
- 4.2.2.5.9.1 Describe the architecture design and approach to allow future system upgrades (both aircraft systems and characteristics, hardware and software) over the life cycle. Include:
- 4.2.2.5.9.1.1 How system components facilitate future upgrades by incremental technology insertion rather than large-scale system redesign to allow for incorporation of additional or higher performance elements with minimal impact on the existing systems.
- 4.2.2.5.9.1.2 How developed avionics systems shall utilize widely used well documented and publicly available (non-proprietary) standards for backplanes, communications, card form factors and software interfaces.
- 4.2.2.5.9.1.3 How new or developed hardware shall be upgradeable without changes to application software
- 4.2.2.5.9.1.4 How the KC-X shall comply with global information grid (GIG) policy and architecture, as defined in the KC-X Net-Ready Appendix. Describe the development tools (e.g., S/SEE and SIL), levels of fidelity in development and test capacity, portability, documentation, ease of use, etc.
- 4.2.2.5.9.1.5 Describe the development tools (e.g., S/SEE and SIL), levels of fidelity in development and test capacity, portability, documentation, ease of use, etc.
- 4.2.2.6 The offeror shall provide design approach, technical rationale, and supporting data for the following survivability items:
- 4.2.2.6.1 Situational awareness

The offeror shall provide design documentation that describes their approach to the SRD requirements for situational awareness. This information shall include the following:

- 4.2.2.6.1.1 The sources of situational awareness data
- 4.2.2.6.1.2 The communications links that will support this function
- 4.2.2.6.1.3 The approach to information assurance and the processing of the data, both classified and unclassified
- 4.2.2.6.1.4 Human factors, to include how the approach will consider crew workload and effectively assist the crew in avoiding threats under various operational scenarios
- 4.2.2.6.2 Defensive Systems against threats The offeror shall:
- 4.2.2.6.2.1 Describe approach for implementing protection against IR (infrared) and RF (radio frequency) threats.
- 4.2.2.6.2.2 Provide documentation describing how the proposed aircraft will implement automated IR threat protection levels as described in the KC-X Threat Summary appendix, Section III.
- 4.2.2.6.2.3 Provide documentation describing how the proposed aircraft will implement automated detection and warning as described in the KC-X Threat Summary appendix, Table III.

- 4.2.2.6.2.4 Describe the simulation scenario and tools/models used to evaluate and identify defensive capabilities required (e.g., scenarios include threats, weather conditions, altitudes, air speeds, flight control/boom positions).
- 4.2.2.6.2.5 Describe RF and IR countermeasures capabilities proposed.
- 4.2.2.6.2.6 Describe the proposed sensors and countermeasures locations and rationale.
- 4.2.2.6.2.7 Describe any plans for reducing aircraft signature and emissions in the RF and IR spectra.
- 4.2.2.6.2.8 The offeror shall provide an assessment of the vulnerabilities of the overall proposed system design, including the defensive systems design (IR and RF warning, detection and where applicable, countermeasures). The requirements for defensive systems are described in the SRD and Threat Summary Appendix.

## 4.2.2.6.3 Operation in chemical/biological environments

The offeror shall provide design approach, technical rationale, and any supporting data substantiating the capability for proposed KC- X system to operate in chemical and biological environments.

#### 4.2.2.6.4 Electromagnetic pulse (EMP) protection

The offeror shall describe the ability of the proposed aircraft to meet all flight critical functions and perform aerial refueling missions in an EMP environment. Describe any plans to exceed the threshold requirements as defined in the SRD. Discuss trade-offs in equipment design and placement, to meet the SRD requirements. Discuss the proposed analysis and test methods.

#### 4.2.2.6.5 Fuel tank fire/explosion protection

The offeror shall describe an explosive protection capability to prevent a catastrophic explosion if hit by small arms or antiaircraft artillery (AAA) fire (See threat appendix for detailed threat description). The offeror shall submit the results of any simulation and/or specific testing to support claims with respect to this requirement. If the offeror claims to exceed this requirement, provide parametric data with respect to type weapon or projectile used to simulate attack on the aircraft.

#### 4.2.2.6.6 Night vision capability

The offeror shall provide design approach, technical rationale, and any supporting data substantiating the capability for proposed KC- X system to operate in night vision environments.

#### 4.2.2.7 Other Systems Requirements

All requirements other than KPP Thresholds are considered to be tradable in accordance with Section M para 2.2.1.1b. of this RFP. In cases where the offeror has elected to take advantage of this available trade space, the offeror shall submit sufficient data (e.g., reports, trade studies) to justify the trade(s).

- 4.2.3 Subfactor Two: System Integration and Software
- 4.2.3.1 Systems Engineering Approach

The offeror shall:

- 4.2.3.1.1 Provide, in a cross reference matrix, references for each Systems Engineering (SE) task/activity included in the proposed SE approach and the OSD Systems Engineering Plan Preparation Guide.
- 4.2.3.1.2 Describe the planned systems engineering approach, addressing all topics in the OSD Systems Engineering Plan Preparation Guide and Government KC-X Systems Engineering Plan, including:

- 4.2.3.1.2.1 Automated tools, electronic documentation, and metrics to be used to design, develop, integrate, and test the KC-X weapon system.
- 4.2.3.1.2.2 Flow down of the systems engineering approach to suppliers and subcontractors.
- 4.2.3.1.2.3 Requirements analysis, synthesis, allocation, and traceability process through all levels of the system.
- 4.2.3.1.2.4 Technical reviews and audits, including associated draft exit/entrance criteria for Contract Work Breakdown Structure (CWBS) level 3 and the approach for developing criteria for lower levels.
- 4.2.3.1.2.5 Draft technical performance measures (TPM) planned for use for tracking the KC-X system performance, with special emphasis on KPPs and KSAs.
- 4.2.3.1.2.6 Plans and activities to address mechanical, electrical, and functional interoperability/interface requirements with internal/external systems/subsystems, suppliers, and subcontractors.
- 4.2.3.1.2.7 Trade studies and associated plans required to support design/development processes.
- 4.2.3.1.2.8 Approach to system qualification and support for other required certifications.
- 4.2.3.1.2.9 Configuration management/data management (CM/DM) approach, including approach for lower level specifications and maintaining concurrency for the entire KC-X system (such as tech data, training systems, SE/TMDE, etc)
- 4.2.3.1.2.10 Approach for a hardware and software system safety program. Identify any projected Critical Safety Items (CSIs)
- 4.2.3.1.2.11 Approach for handling diminishing manufacturing sources, parts obsolescence and technology insertion over its life cycle.
- 4.2.3.1.2.12 Approach for using Modeling, Simulation and Analysis (MS&A) to aide in the design/development of the KC-X System.
- 4.2.3.1.2.12.1 Usage of math models, simulations, mock-ups, and trainers that will be used to facilitate system design, verification and validation.
- 4.2.3.1.2.12.2 MS&A interfaces and shared offeror/Government responsibilities.
- 4.2.3.1.2.12.3 Prior MS&A performed on the baseline commercial aircraft.
- 4.2.3.1.2.12.4 Approach for developing or obtaining a vehicle model for use in vulnerability analysis and live fire test and evaluation.
- 4.2.3.1.2.13 Proposed critical technology (per DoDD 5200.39). Describe the approach for assuring anti-tamper protection of the critical technology and procurement of critical integrated circuits and other hardware.
- 4.2.3.1.2.14 Approach for identifying and collecting critical data element and the process for on-board storage and retrieval in support of data driven analysis programs such as the Military Flight Operations Quality Assurance (MFOQA), integrity programs, mishap investigation, etc.
- 4.2.3.1.2.15 The approach for providing technical data and computer software and technical documentation with appropriate license rights for the entire KC-X system.

- 4.2.3.1.3 Define, for each Air Force Weapon System Integrity program element, those activities accomplished for the baseline aircraft, areas which require re-verification (e.g. due to mission profile changes, usage changes, duty cycle, etc), and efforts necessary to support modifications/additional capability to the baseline system. See templates at attachment 2. Map integrity program elements which have been completed using offeror's internal processes to the appropriate integrity program activities defined in the integrity program MIL-STD or MIL-HDBK. Map activities associated with additional or new integrity efforts to the appropriate major program review identified in the task vs. program phase tables. Completed tables shall be incorporated into appropriate SOWs.
- 4.2.3.1.4 Describe the planned approach for establishing and maintaining KC-X system interoperability with required external systems, in accordance with the SRD. This approach shall address: identification of KC-X information exchange requirements (IER's), description of core architecture functions and interfaces to satisfy IER's and to import off board information, description of required activities for interoperability implementation and verification, and description of key planning steps for implementation to achieve integration into the Global Information Grid (GIG) architecture.
- 4.2.3.1.5 Describe airworthiness certification approach, including FAA certification and development of standards and compliance for USAF criteria not verified completely by FAA certification. Provide a draft Tailored Airworthiness Certification Criteria (TACC) document using MIL-HDBK-516B and the Government-provided draft TACC as guides.
- 4.2.3.1.5.1 Instructions for developing draft TACC:
- 4.2.3.1.5.1.1 System Description. Include sufficient information to identify the system being certified (e.g., mission design series (MDS), engine types and quantity, crew and passenger capabilities). Include a summary of significant modifications required to convert the basic commercial aircraft to the KC-X configuration. Design features that will not fully covered by FAA certification must also be clearly identified.
- 4.2.3.1.5.1.2 Certification basis. Identify the FAA Type Certification Basis for the basic commercial aircraft. Identify applicability of all Airworthiness Certification Criteria, and include rationale for criteria identified as non-applicable. Add criteria standards, including specific numbers where appropriate, for all applicable criteria to objectively define the airworthiness requirements. Define the method of compliance for all applicable criteria. (FAA certification is a valid verification approach for criteria completely satisfied by FAA type certification. Differences in usage and environment must be considered when making this determination.) Military and civil references included with the airworthiness criteria in MIL-HDBK-516B are to be used only as guidance in developing the criteria standards and methods of compliance.
- 4.2.3.1.5.2 Identify any anticipated subsystems/components that may be listed on the FAA form 8130-2 Military Aircraft Conformity Certificate.
- 4.2.3.2 System/Software Approach

NOTES: When the term "system/software" is used, it is defined to include all software and related hardware contained on the KC-X aircraft and associated with its support. When the term "developer team" is used it includes the prime contractor and all other entities under the control of the prime.

- 4.2.3.2.1 The offeror shall:
- 4.2.3.2.1.1 Describe their overall system/software development and management approach, including applicable standards and integration with SE and leading to airworthiness certification.
- 4.2.3.2.1.2 Describe the system/software processes and standards that are planned for the KC-X program. Describe the enforcement of these processes and standards by the developer team members.

- 4.2.3.2.1.3 Define the proposed system/software architecture, including the new, unmodified and modified components of the architecture.
- 4.2.3.2.1.3.1 Describe how the architecture will process both classified and unclassified data simultaneously and meet IA requirements identified in DoDD 8500.1. Also describe the integration of IA process into the systems engineering process, including cost benefit trades. The approach should address security vulnerabilities in COTS/Re-use components.
- 4.2.3.2.1.3.2 Describe the system/software architecture approach for integrating the new military specific requirements into the aircraft.
- 4.2.3.2.1.4 Describe the team composition for the management of the system/software development effort. Include the following: Tools, metrics or other methods that each management level will use for system/software management and management visibility into developer team members' development effort.
- 4.2.3.2.1.5 Describe the approach, processes, and plans to eliminate, or minimize the potential for software causing flight or safety critical mishaps, including special development processes, verification activities, or quality requirements for safety critical software. Describe how failure modes and effects testing (FMET) is applied to safety critical hardware and software.
- 4.2.3.2.1.6 Describe all methods used to estimate the size, manpower, skills mix, facilities and calendar time for the development of system/software elements.
- 4.2.3.2.1.6.1 Identify all proposed Computer Software Configuration Items (CSCIs), and for each CSCI provide estimated size of software to be developed, modified, and reused. If multiple software builds/blocks are planned, provide this size information by CSCI, by build/block.
- 4.2.3.2.1.6.2 For all software proposed for reuse, describe the selection criteria, the source of the software, and the functional capability it provides. Provide substantiating information detailing confidence in achieving the proposed level of reuse given KC-X requirements and performance/maturity of the reused software.
- 4.2.3.2.1.6.3 Describe the approach to managing software size, growth, and reuse to be compatible with, and completed within, the overall proposed program schedule.
- 4.2.3.2.1.6.4 Provide the assumptions, methods, model(s), and numerical values used to develop the estimate for the software duration.
- 4.2.3.2.1.7 Identify the major system/software integration efforts that may impact schedule.
- 4.2.3.2.1.8 Describe all risks related to system/software development and integration, and provide preliminary severity level and mitigation plans for each.
- 4.2.3.2.1.9 Describe the proposed system/software development approach. As a minimum describe:
- 4.2.3.2.1.9.1 The requirements analysis, definition, and tracking techniques.
- 4.2.3.2.1.9.2 The development approach and related processes, documents, reviews, and corresponding entrance/exit criteria for the software requirements definition, design, coding, test, and integration phases.
- 4.2.3.2.1.9.3 Need dates, fidelity, and capacity of system/software development, integration, and test environments including the system/software engineering environment (S/SEE) tools and facilities.

- 4.2.3.2.1.9.4 The strategy to document, maintain, and support the S/SEE and systems integration lab (SIL), tools, and processes.
- 4.2.3.2.1.9.5 The overall software testing and regression testing approach, including requirements for various levels of test (e.g., Computer Software Unit (CSU), Computer Software Component (CSC), CSC Integration, CSCI, systems integration testing) to ensure that all software is fully qualified for each flight release.
- 4.2.3.2.1.9.6 The corrective action system (problem reporting and tracking, review boards, etc.)
- 4.2.3.2.1.10 Describe how failure modes and effects criticality analysis and testing are applied to safety critical hardware and software.
- 4.2.3.2.1.11 System/Software Quality
- 4.2.3.2.1.11.1 Provide a descriptive breakdown of software quality assurance tasks. Describe the means and timing by which the software processes and products will be analyzed and evaluated. In this context, the analyses and evaluations include vendors and subcontractors and shall examine: 1) the requirements allocation to software, 2) the adherence to design disciplines, 3) the adherence to coding disciplines, 4) the lower level testing and anomaly resolution, 5) the adherence to integration disciplines, 6) the subsystem and system level testing and anomaly resolution, 7) the qualification and validation of software, 8) the criteria used in software quality audits, 9) the criteria used in configuration audits, 10) the criteria used to assure software is free from any type of malicious code, 11) the software configuration control through delivery of software products, and 12) the corrective action system.
- 4.2.3.2.1.11.2 For each developer team member with significant software development/integration responsibility, identify their specific software responsibilities and provide the results of an independently-led Capability Maturity Model Integration (CMMI) appraisal that has been accomplished within the last three years. In this context, "independently-led" means the lead appraiser was at the time of the appraisal a SEI-Authorized SCAMPI Lead AppraiserSM, free of "conflict of interest" and separate from the appraised organizational entity. "Appraisal results" means a complete copy of the Appraisal Disclosure Statement (ADS) as well as a copy of the appraisal findings briefing. It is noted that the Government may determine that the "shelf life" of such an appraisal expires sooner than three years, subject to events such as reorganizations of the organizational entity that was appraised. The Government retains the right to independently verify all appraisal results.
- 4.2.3.2.1.11.3 For each software developer team member, provide rationale for any differences between proposed KC-X software development processes and those processes appraised to achieve CMMI ratings or capability profiles. Provide evidence that the proposed software processes are part of the organizational culture (documented, trained, and routinely practiced).
- 4.2.3.2.1.12 Provide a description of how a modular open systems approach (MOSA) will be implemented into an integrated business and technical strategy. Provide an avionics description that employs a modular design and defines key interfaces using widely-supported, consensus-based (i.e. open) standards that are published and maintained by recognized industry standards organization. Provide a clear description of the modular design for the hardware and software of the system. Also, provide documentation to support the rationale for a decision to integrate any proprietary hardware or software functions within the proposed system. Describe the approach to providing appropriate software licenses and rights to intellectual property. Describe the business methodology and top level avionics architecture which provides a scaleable, upgradeable system and facilitates ease of modification to the hardware and software. Provide a completed MOSA questionnaire (A Modular Open Systems Approach (MOSA) to Acquisition, Appendix C, Sep 2004, Version 2.0).
- 4.2.3.2.1.13 Describe the approach to evolving the software functional requirements and capability (content) to that which will be delivered for operational use, and the processes and data needed to

support building and releasing software for on-aircraft ground and flight test use, safety of flight, flight clearance, and interoperability certifications.

- 4.2.3.2.2 Describe the process used to identify safety-critical functions.
- 4.2.3.2.2.1 Describe how the proposed system architecture mitigates risk associated with failures.
- 4.2.3.2.2.2 Describe the fault tolerance of the system for single failures, dual failures, and combination failures and the consequential results of the failure(s).
- 4.2.3.3 Environmental, Safety, and Occupational Health (ESOH)
- 4.2.3.3.1 The offeror shall:
- 4.2.3.3.1.1 Describe how ESOH requirements will be met, including integrating ESOH considerations into the systems engineering process, elimination/minimization/disposal of hazardous materials and, if not possible, the minimization of ESOH risk for the KC-X' fleet service life.
- 4.2.3.3.1.2 Describe the system safety-ESOH strategy including proposed management of hazardous materials (HAZMATs) that will be included in the aircraft or required for operation and maintenance of the aircraft system.
- 4.2.3.3.1.3 Provide documentation showing that the offeror has prohibited the use of all class I and class II ozone depleting substances (ODS).
- 4.2.3.3.1.4 Identify proposed alternatives to the prohibited ODSs that are economically and technically feasible, commercially available and do not increase environmental, safety or occupational health risks and costs. If such alternatives are not available, the offeror shall provide in the proposal the following, in order to support Government approval prior to contract award, to use a prohibited ODS:
- 4.2.3.3.1.4.1 Details of use for each ODS (e.g. precision cleaning, environmental control, engine nacelle fire suppression system, auxiliary power unit fire suppression, cargo area fire suppression, lavatory fire suppression, etc.) that cannot be eliminated for the aircraft or its O&M.
- 4.2.3.3.1.4.2 A brief description of the subsystem that will use the ODS. In the description identify the specific subsystem, the specific ODS used, number of units containing ODS, amounts of ODS in each unit, and location on the aircraft.
- 4.2.3.3.1.4.3 A description of the activities that the offeror will perform with ODS during the contract period (e.g. design, testing, production, operation, and maintenance).
- 4.2.3.3.1.4.4 A description of the technical and economic basis which requires the use of ODS.
- 4.2.3.3.1.4.5 A description of the current status of the offeror's efforts to eliminate the ODS in the proposed aircraft type, and in other aircraft types that the offeror manufactures.
- 4.2.3.3.1.4.6 An estimate of the quantity of the ODS to develop and qualify the aircraft.
- 4.2.3.3.1.4.7 An estimate for the quantity of the ODS that will be needed to support the operation and maintenance of a single aircraft throughout its planned service life.
- 4.2.4 Subfactor 3 Product Support
- 4.2.4.1 Integrated Logistics Product Support Approach

- 4.2.4.1.1 The offeror shall propose a time-phased product support approach for the aircraft, engines and associated support equipment (SE)/Test Measurement and Diagnostic Equipment (TMDE).
- 4.2.4.1.2 The offeror shall provide their approach for Reliability and Maintainability (KSA).
- 4.2.4.2 The offeror shall describe their approach for achieving the following items:
- 4.2.4.2.1 Operational Availability (KSA)

The offeror shall demonstrate by means of analysis, simulation, testing, or operational experience the Ao of the proposed KC-X aircraft.

4.2.4.2.2 Mission Capability (MC) Rate

The offeror shall demonstrate by means of analysis, simulation, testing, or operational experience the MC rate of the proposed KC-X aircraft.

- 4.2.4.3 Manpower and Personnel
- 4.2.4.3.1 The offeror shall identify all specialty codes, skill levels and additional training required to meet their proposed supportability approach. The proposal shall contain the recommended number of personnel for O-level maintenance by AF Specialty Codes (AFSC)/Contractor Labor Categories, and for subsequent transition to Depot level organic sustainment.
- 4.2.4.3.2 The proposal shall also outline the plan for contractor Field Support Representatives (FSR) and Logistics Support Representatives (LSR) to support O-level operations and D-level repair during interim contractor support (ICS), during the transition to organic support and any proposed long term support. Specifically, the offeror shall:
- 4.2.4.3.2.1 Provide the approach to manage and perform wholesale and retail supply responsibilities.
- 4.2.4.3.2.2 Identify the qualifications, authorities, security clearances and access requirements of LSRs to manage the KC-X inventory, act as a liaison with KC-X production facility/contractor program office, and perform supply management responsibilities.
- 4.2.4.3.2.3 Provide the approach to manage the manpower and personnel needs for organizational and depot support.

#### 4.2.4.4 Maintenance

The proposal shall describe the offeror's approach to meet the government's 2-level maintenance requirements. This proposal shall lay out:

- 4.2.4.4.1 The approach for transition to an organic depot maintenance posture. Include the approach to provide continuous (24 hours per day/7 days per week) engineering support for KC-X troubleshooting and repair of anomalies not addressed, or inadequately addressed, in the technical manuals.
- 4.2.4.4.2 The methods, approaches, and processes for utilization of health monitoring systems and/or embedded diagnostic and prognostic tools.
- 4.2.4.4.3 The SE and TMDE approach that maximizes the use of existing USAF common SE and TMDE. The offeror shall also identify the peculiar SE and resources (e.g., spares, tools, facilities) necessary to ensure peculiar SE availability.
- 4.2.4.4.4 The approach for achieving aircraft servicing interoperability with USAF, joint services, North Atlantic Treaty Organization, and allies.
- 4.2.4.4.5 KC-X facilities, infrastructure requirements and design criteria.

- 4.2.4.4.6 Facilities required to support the first bed down location at Fairchild AFB, WA, including requirements for space, utilities or special requirements (such as clean rooms, special storage, etc.) with sufficient detail to assess installation capabilities to support the KC-X. The offeror shall describe facilities recommended to support the KC-X aircraft. The offeror shall, at a minimum, address the square footage for parking, maintenance facilities, infrastructure (e.g., power requirements, compressed air, office requirements, storage), personnel, and support equipment required to operate two squadrons of 16 aircraft for Main Operating Base (MOB) 1 and MOB 2. MOB 3, MOB 4 and MOB 5 will be determined at a later date.
- 4.2.4.4.7 The planned approach and time-phased implementation of proposed interim contractor support until organic O-level and D-level maintenance is established.

## 4.2.4.5 Supportability

For military peculiar systems, the offeror shall describe their Reliability, Availability and Maintainability (RAM) approach. The offeror shall address factors that demonstrate the ease of maintenance, meets the diagnostics and system reliability requirements in order to minimize the support and maintenance required.

# 4.2.4.5.1 Computer Resources Support

The offeror shall describe the computer resources support necessary to meet the requirements in the SRD and SOOs, and the logistics concerns and impacts of overall computer resources (hardware and software support). The computer resources support section of the proposal shall include, but should not be limited to:

- 4.2.4.5.1.1 Process and approach for software updates.
- 4.2.4.5.1.2 Approach for software interoperability with the existing AF computer software support structure.

# 4.2.4.5.2 Warranties

The offeror shall describe their approach for identifying, implementing, managing, tracking and sustaining warranties associated with the KC-X, including pass-through warranties.

#### 4.2.4.5.3 Performance Based Logistics

The offeror shall propose an approach to satisfying the most advantageous lifecycle cost method of providing support for the KC-X with the optimum logistics footprint through a performance based logistics (PBL) arrangement, which can include Public-Private Partnering.

# 4.2.4.6 Data Management

# 4.2.4.6.1 Data Rights

The offeror shall propose their approach for providing KC-X technical data and computer software, from both the prime contractor and subcontractors, with sufficient rights and licenses provided to the Government for use of this data and software in accordance with special contract requirement H007. The offeror's proposed approach shall include the following information:

- 4.2.4.6.1.1 The specific nature and character of the technical data and computer software to be provided under CLIN 0007.
- 4.2.4.6.1.2 Identify the contractor and subcontractor data rights, computer software rights or license agreements to be provided under CLIN 0008, broken out by system, subsystem or component, etc., as appropriate, to be provided in accordance with special contract requirement H007 and H036 (see also DFARS 252.227-7017 and 252.227-7028).

- 4.2.4.6.1.3 Appropriate Statement of Work (SOW) tasking for delivery and support for the technical data and computer software documentation. Tailor Data Item# A049 (Exhibit A) to include the DD Form 1423, Data Item Description, and attachments to conform to the offerors proposed approach regarding special contract requirement H007. The tailored data item shall not replace A049. Submit proposed changes to A049 as a separate data item.
- 4.2.4.6.2 Technical Manuals (TM)

The offeror shall describe their approach to provide and manage technical data including:

- 4.2.4.6.2.1 Integration of military systems into the basic technical data for the aircraft.
- 4.2.4.6.2.2 Providing certified and verified O-level and D-level technical data
- 4.2.4.6.2.3 Format, available media and appropriate distribution method of TMs.
- 4.2.4.6.2.4 Interactive Electronic Technical Manuals (IETMs)

## 4.2.4.7 Supply Support

The offeror shall describe their approach to provide world-wide supply support, interim supply support, spares packages, enroute support packages and readiness spares package.

- 4.2.4.7.1 The offeror shall describe proposed metrics and measurement approach for supply support
- 4.2.4.7.2 The offeror shall describe their approach to optimize the support footprint. Include the following:
- 4.2.4.7.2.1 Implement and maintain supply support/item management databases for data exchange and parts management between Government and commercial data systems, and provide Government "read-only" access to those systems.
- 4.2.4.7.2.2 Provide supply support through the Standard Base Supply System (SBSS).
- 4.2.4.7.2.3 The offeror is asked to satisfy the requirement for Radio Frequency Identification (RFID) and Unique Identification (UID) on military unique KC-X items/parts and equipment and outline an activity-phased transition plan for the remaining commercial items/parts and equipment to meet the UID requirements in such a way as to not invalidate FAA Certification.
- 4.2.4.7.3 The offeror shall describe the approach to transition to a Government organic supply support posture.
- 4.2.4.7.4 The offeror shall describe the approach to plan and provision peculiar items (non-commercial parts) and support equipment. The offeror shall also describe the approach for supporting the KC-X fleet through the FAA certified commercial parts pool.
- 4.2.4.7.5 The offeror shall describe their Interim Supply Support (ISS) approach, to include the use of the commercial parts pool.
- 4.2.4.7.6 The offeror shall describe their approach to identify and provide required Mobility Readiness Spares Packages items, Initial Spares and Support Equipment to meet their KC-X base and depot level proposed approach.
- 4.2.4.8 Packaging, Handling, Storage and Transportation (PHS&T)

The offeror shall describe the PHS&T approach and planned use of commercial and military distribution systems and use of reusable containers to include planned use of multi-modal transportation, commercial

and military distribution systems, and use of reusable containers. The offeror shall describe their approach to ship spare parts, support equipment, and test measurement and diagnostic equipment.

# 4.2.4.8.1 Deployability

- 4.2.4.8.1.1 The offeror shall describe the approach to assure the KC-X and supporting systems are designed and supported in such a way to optimize the deployment footprint.
- 4.2.4.8.1.2 The offeror shall describe the mobilization and deployment concepts addressing passenger and cargo loading capability and use of existing cargo handling equipment.
- 4.2.4.8.2 The offeror shall provide the approach for handling classified items and for providing Intransit Visibility, Total Asset Visibility (ITV/TAV), and Transportability.

#### 4.2.4.9 Training

The offeror shall describe the approach to develop a training program that meets the requirements listed in the SOOs, to include:

- 4.2.4.9.1 Qualification Type 1 training (both initial qualification and continuation training) for the aircrew and appropriate number and skill level of maintainers until transition to Air Force organic AETC training support. Identify data rights being provided for all Type 1 training data to be delivered and for applicable source data in accordance with special contract requirement H036.
- 4.2.4.9.2 Providing the software and hardware technical data package and continuing configuration updates to the KC-X training system developer (TBD) as required to maintain aircrew training system (ATS) and maintenance training system (MTS) concurrency.
- 4.2.4.9.3 Providing assistance to the training systems developer.
- 4.2.4.9.4 Describe your overall Training System Requirements Analysis (TSRA) process to identify KC-X ATS requirements, the support to be provided for the maintenance TSRA, and the support to be provided for both the aircrew and maintenance training system development and sustainment.
- 4.2.5 Subfactor 4 Program Management
- 4.2.5.1 The offeror shall describe their program management system including the organization and program execution methods, program performance metrics, integrated management system (to include government team interface), and integrated digital environment. The offeror shall describe staffing approach and manpower ramp-up, level and functional type of manpower (including software, manufacturing, or other areas of anticipated manpower risk) required by FY and by phase of the program. Include plans to assign or recruit manpower to meet requirements and to identify and mitigate anticipated critical skills gaps.

#### 4.2.5.2 Statement of Work

The offeror shall propose a KC-X SDD SOW based on the KC-X SDD SOO consistent with the offeror's CWBS. The offeror shall propose a single production SOW for all Low Rate Initial Production (LRIP) and production options based on the production SOO. See para 8.3.7.3 for additional instructions.

# 4.2.5.3 Integrated Master Plan (IMP)

The offeror shall build, using DoD IMP and Integrated Master Schedule Preparation and User Guide, Ver 0.9, 21 Oct 2005 as a guide, an event-based IMP for the entire KC-X development and production program that delivers the required capability to effectively transition to production and supports the KC-X Initial Operating Capability (IOC). The IMP must correlate to the KC-X IMS, CWBS, SDD and production SOWs, Model Contract, EVMS, offeror's organizational structure and specification tree. The offeror shall identify, based on the CWBS, a hierarchy of key program events across all functions and areas of interest that defines the KC-X Program. Ensure key events in software development, system engineering, FAA and airworthiness certification, manufacturing and product assurance, test and evaluation, product

support, and integrated risk management are included. Each key event shall have specific entrance and exit criteria. The offeror needs to identify key accomplishments which flow into the key events. These accomplishments need to have specific entrance and exit criteria. The lowest levels needed on the IMP are the key criteria which flow into the accomplishments. Criteria items can be further broken down in the post-award IMS. Narratives shall be included as required to sufficiently describe IMP tasks and critical processes. The offeror shall submit a preliminary FAA Certification Plan (or equivalent under bilateral airworthiness agreements) that has been coordinated with the FAA Military Certification Office. The FAA Cert Plan should comply with guidance in the FAA directives. It should identify the type certification data basis for the proposed airframe and engines with copies of all approved special conditions, exemptions and equivalent levels of safety. The proposed type certification data basis (that complies with the FAA changed product rule) shall also be identified along with rationale for amendment levels selected and an analysis of why later amendments have not been included. The plan shall also include preliminary identification of specific design aspects for which a USAF waiver will likely be requested (in FAA Issue Paper format).

# 4.2.5.4 Integrated Master Schedule (IMS)

The IMS is an integrated, time-phased schedule of program/project tasks. The offeror shall:

- 4.2.5.4.1 Provide a top-level IMS. (The IMS shall be limited to a maximum of no more than 500 non-summary activities, including milestones for both SDD and Production phases.) Government directed activities and summary activities are not counted towards the 500 activity schedule, but should be included and appropriately linked in the schedule. Provide one IMS that combines both SDD and production phases of the program as described in paragraph 6.1.4.3.
- 4.2.5.4.2 Focus primarily on the key processes, risk drivers and key milestones of the program. These include, but are not limited to, contract award, completion of CDR, Baseline commercial aircraft delivery for military modifications, SDD Aircraft 1st Flight, Completion of Development Test & Evaluation (DT&E), FAA Certification, 1st Production delivery, Software complete, and KC-X IOC. As a note, software complete means the software works as operationally intended as verified by the initial operational test and evaluation. The activities and tasks included in the IMS should be sufficient to succinctly demonstrate the successful execution of SDD and the transition from SDD into production. The IMS shall reflect key Integrated Master Plan (IMP) events, accomplishments and criteria and associated entry and exit criteria.

#### 4.2.5.4.3 IMS Format

The offeror shall organize the IMS submission as a separate attachment as follows:

Chapter 1 - Integrated Master Schedule Network and Data Listing- Includes the IMS, submitted in accordance with the direction herein.

Chapter 2 - Schedule Rationale - Includes narrative explanations of the durations, rationale, logic and environment of the proposed IMS, and IMS definitions.

- 4.2.5.4.4 IMS Content
- 4.2.5.4.4.1 Chapter 1 Integrated Master Schedule Network and Data Listing
- 4.2.5.4.4.1.1 The offeror shall provide an electronic and hardcopy IMS network schedule with a start date of the contract award. The program IMS shall be submitted on a Windows compatible CD-ROM in Microsoft Project 2002 format. All network schedule information shall be consistent with and directly traceable to the IMP, SOOs and CWBS. The SDD schedule information will be clearly identified. The production schedule information will be clearly identified.
- 4.2.5.4.4.1.2 The IMS network schedule shall clearly indicate the critical path. The IMS shall contain at least one unbroken critical path that reaches from Contract Award to the last activity that includes and describes the connectivity between SDD and production. Text names for activities on the critical path shall be underlined and use bold, red font. All activities, with the exception of the first activity, shall have at least one predecessor. All logic relationships between non-summary tasks (predecessor/successor)

shall be captured in the IMS. There shall be no negative total slack in the IMS. Summary activities shall not be linked.

- 4.2.5.4.4.1.3 Level of effort (LOE) tasks (e.g., program management, recurring CDRL submissions, and execution of ICS, training or other routine, on-going programs) should be avoided in the IMS. However, to the extent there are specific activities within these categories that are significant to executing the program (e.g., establishing an ICS capability, exercising annual options or one-time CDRL submission), these activities could be appropriate for inclusion. These types of activities shall be represented as milestones.
- 4.2.5.4.4.1.4 The IMS network schedule shall contain a sufficient number of activities to provide an understanding of the program, but shall be limited to a maximum of no more than 500 non-summary activities, including milestones. Summary activities do not count against the 500 activity limit, but should be included for clarity. Production may be at a lesser level of detail than SDD, but should include a sufficient number of activities to provide an understanding of the production process and how production is linked to the accomplishment of SDD. Government Furnished Property (GFP) need dates shall be included as part of the schedule. The offeror shall use a calendar consistent with the company's work schedule. Elapsed durations shall not be used in assigning durations to activities. Durations in the IMS shall be the most likely duration for an activity.
- 4.2.5.4.4.1.5 The offeror shall identify each software activity in the schedule by placing a "SW" designator in the Microsoft Project Text1 field. Each SW Computer Software Configuration Item (CSCI) (developed, modified or purchased requiring development or modification) required to implement the offeror's technical solution shall be represented as a separate activity in the IMS. The duration of the CSCI activities shall be based on the total time required to accomplish all phases of development/modification for that CSCI (e.g. requirements analysis, preliminary/detail design, code and unit test and CSC integration and test) and shall correspond to the dates submitted on parametric input sheets. Unmodified legacy CSCIs shall not be represented in the IMS. Additionally, the IMS shall contain a milestone titled "SW Complete", which indicates the completion of all SW development, modification, integration and verification activities.
- 4.2.5.4.4.1.6 For each IMS activity, the offeror shall identify in the MS Project Text2 field the corresponding Mission Capability (MC) subfactor primarily associated to that activity, e.g. MC subfactor 1, MC subfactor 2, MC subfactor 3 etc. The offeror shall represent Mission Capability subfactors as follows: MC subfactor 1 = "MC1", MC subfactor 2 = "MC2" etc. All Mission Capability subfactors shall be addressed to a level of detail sufficient to provide a reasonable understanding of the execution of that subfactor.
- 4.2.5.4.4.1.7 The offeror shall provide the schedule in tabular Gantt format containing the following data (if applicable) for each event, activity, task, and milestone in the IMS:

Unique ID

IMP Reference/Code (Text3 field)

Name

Start

Finish

Duration (most likely)

Total Slack

Predecessors

Successors

Constraint Type

Constraint Date

SW Designator (Text1 field)

Mission Capability Subfactor (Text2 field)

CWBS (Text4 field)

SOW Reference (Text5 field)

Risk level (Text6 field for Moderate-to-High risk activities)

# Initial Risk Assessment Reference (Text7)

- 4.2.5.4.4.1.8 The IMS shall be constructed using only activities (summary and non-summary) and milestones. Schedule reserve shall not be represented as an activity in the schedule. Any activity with duration greater than 60 workdays should be divided into activities with smaller durations or justified in the narrative. The narrative should include descriptions of the sub activities that are included in any activity with a greater than 60 workday duration and the relationships among those sub tasks. DO NOT submit supplemental network schedule for these activities. The 60 workday constraint is for pre-award evaluation purposes.
- 4.2.5.4.4.1.9 The following Microsoft Project fields are reserved, and shall not be used in constructing the IMS: Duration1/2/3/10, Cost1/2/3/10 Number1/2/3/4, Text8/9/27/28/29/30, Flag1, or Finish8/9/10 and Deadline. Additionally, the offeror shall not submit an IMS file that has previously had risk assessments run on it using other software. However, discussion of the offeror's internal risk assessment and supporting documentation may be addressed in Chapter 2 of the IMS attachment, if desired.
- 4.2.5.4.4.1.10 Relationships with excessive lead or lag time should be avoided in the IMS submittal. Any activity with lead/lag greater than 60 workdays should be broken down into activities with smaller durations or justified individually in the narrative.
- 4.2.5.4.4.1.11 The offeror shall let the logic determine the network and minimize the use of constraints. Directed dates or any other conditions that would limit the ability of the Government to perform a schedule risk assessment (such as Finish No Later Than (FNLT) or Start No Later Than (SNLT) constraints) shall be avoided altogether. Each constraint other than "ASAP" and/or directed dates shall be justified individually in the narrative.
- 4.2.5.4.4.1.12 The submitted IMS shall contain the following activities/milestones. Both the first activity (Contract Award) and the last activity in the IMS shall be on the critical path of the IMS. These activities/milestones shall be integrated into and listed in the IMS with the exact nomenclature as shown below:

Contract Award
Completion of CDR
Baseline Commercial Aircraft delivered for military modification
SDD Aircraft 1st Test Flight
Completion of Development Test & Evaluation (DT&E)
Completion of FAA Certification
1st Production Delivery
Software Complete
Initial Operational Capability

- 4.2.5.4.4.1.13 As the IMS will encompass a long time period, it is suggested that the offeror's submission represents individual production lots as separate activities in the IMS, rather than showing each individual item delivered in each lot. The narrative justification of any production activity with a greater than 60 workday duration may include detail such as aircraft production start dates, delivery dates, and/or modification sequences.
- 4.2.5.4.4.1.14 Four hardcopy tabular listings of the IMS in Gantt format shall be submitted on single-sided, 11 X 17 inch paper using no smaller than 10 point font. This listing shall contain the following fields: ID, IMPs, SOOs, MC subfactor, Name, Block, Duration, Start, Finish, Predecessor, and Successor. PERT diagrams are not required. IMS not included in Management/Schedule page count.
- 4.2.5.4.4.2 Chapter 2 Schedule Rationale
- 4.2.5.4.4.2.1 The offeror shall provide ground rules and assumptions used to develop and understand the IMS. Any unusual aspects of their proposed approach to the program shall also be described.

- 4.2.5.4.4.2.2 The offeror shall provide ground rules, assumptions and rationale for the assigned durations for all activities designated as moderate or high risk. The offeror shall describe how the duration was derived. If past history is cited as the primary methodology for deriving the duration, the offeror will cite the specific program which forms the basis for the duration.
- 4.2.5.4.4.2.3 The offeror shall identify risky activities and highlight them in the IMS. If any moderate to high risks activities are identified in the IMS, the offeror will provide comments explaining the risks and any identified mitigation.
- 4.2.5.4.4.2.4 The offeror shall provide as part of the schedule narrative, a tabular listing of all customized fields used to build the IMS. This listing shall include the IMS column title, the MS Project field name and a brief explanation of what the field is used for. Similarly, the offeror should list and explain any customized filters provided as part of the IMS.

#### 4.2.5.4.4.3 IMS Definitions

The following Government definitions will apply to the IMS:

Milestone - A specific definable accomplishment in the program/project network, recognizable at a particular point in time. Milestones do not consume time or resources.

Activity - A task or measurable amount of work to complete a job or part of a project.

Duration - The length of time estimated to accomplish an activity during normal working hours.

Elapsed Duration - The amount of time needed to complete a task, based on a 24 hour day and a 7 day week, including holidays, weekends, and other non-working days.

Constraint - A limitation or restriction set on the start or finish of a task.

Finish-to-Start (FS) - An activity must finish before another can start

Start-to-Start (SS) - An activity depends on the start of another activity

Finish-to-Finish (FF) - One activity cannot finish until another activity finishes

Total Slack or Float - The amount of time a task can slip without affecting the project's finish date Lead - The amount of time of the overlap between where a successor task begins and a predecessor task completes

Lag - The amount of time between the completion of one task and the start of its successor task Critical Path -The series of tasks that must be completed on schedule for a project to finish on schedule. Activities along the critical path have zero slack/float. It should be easily distinguished on the report formats

Gantt Chart - A graphical display of program activities and key milestones that depict work activities in an integrated fashion. Represent activities by bars showing the length of time for each activity

# 4.2.5.5 Contract Work Breakdown Structure (CWBS)

Offeror shall follow MIL-HDBK-881A (Jul 05) and the level 3 PWBS (section L attachment 11) to provide a product-oriented CWBS that addresses all tasks in the SOWs. The CWBS shall include work effort down to the lowest product-oriented end-item component/software module that is tracked by management.

# 4.2.5.6 Cost Reporting

#### 4.2.5.6.1 Earned Value Management System (EVMS)

The offeror shall submit a description of their Defense Contract Management Agency (DCMA) certified and approved EVMS. The offeror shall discuss the procedures for incorporating and managing major subcontractors in their EVMS. The offeror shall include a description of their planned Integrated Baseline Review (IBR) process. The offeror shall discuss criteria for conducting additional IBRs.

#### 4.2.5.6.2 Cost and Software Data Reporting

Offeror shall describe their approach to develop and manage Cost and Software Data Report (CSDR) plans. Offeror shall submit a draft SDD CSDR plan (DD 2794) for the prime contractor effort in accordance with MIL-HDBK-881A, Appendix A (attachment 21). Offeror shall submit DD2794s for each subcontractor effort that exceeds \$50M in SDD or exceeds \$7M in SDD and exceeds \$50M in LRIP in accordance with MIL-HDBK-881A, Appendix B (attachment 22 is provided as an example). Contractor

and subcontractors are permitted to further breakdown the WBS to a lower level than is contained in MIL-HDBK-881A as necessary.

# 4.2.5.7 Integrated Risk Management The offeror shall:

- 4.2.5.7.1 Describe offeror's risk management process.
- 4.2.5.7.2 Provide an initial program risk assessment to include production and manufacturing in an FAA/ITAR compliant environment. Proposed technical performance measures shall also be included. The initial risk assessment shall be documented in matrix form and shall include mitigation plans and tracking tasks.

## 4.2.5.8 Small Business

## 4.2.5.8.1 Small Business Subcontracting Plan

Offerors, unless otherwise exempt due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9 - Alternate II, and DFARS 252.219-7003, submit a Small Business Subcontracting Plan. If the Offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test program specified in DFARS 219.7, the Offeror shall provide a copy of the approved comprehensive plan. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

# 4.2.5.8.2 Small Business Participation Plan

The Offeror shall submit a Small Business Participation Plan which will be used solely for the purposes of evaluating the extent to which offerors identify and will commit to small business in contract performance on the KC-X Tanker program.

A. The following KC-X Tanker target subcontracting goals are provided to "assist" in the development of your Small Business Participation Plan. The percentages are based on total subcontracting dollars and first, second and third tier subcontracting dollars can be counted towards meeting your subcontracting goals.

Small Business - 20%
Small Disadvantaged Business - 3%
Woman Owned Small Business - 3%
HUB Zone Small Business - 2%
Service-Disabled Veteran Owned Small Business - 0.5%
Veteran-Owned Small Business - 2%

# B. ALL offerors shall provide (1) and (2) below:

- (1) A table which lists all its proposed first, second, and third tier subcontractors, individually by name with their addresses, their business type (large, small, small disadvantaged, womenowned, HUB Zone, veteran-owned, service-disabled veteran-owned small, as determined by the SBA size standard for the specific work being subcontracted.
  - (2) a) The principal service/supply being provided by the subcontractor.
- b) The complexity of the service/product provided. A brief narrative on complexity of subcontract services/products must describe:

Product: Complex performance specifications or stringent tolerances; Services: Advanced professional skills or application of innovative technologies. (3) A copy of binding agreements and enforceable commitments executed with the firms identified in the table required by (1) above.

A sample table is provided below:

Name of 1st 2nd and 3rd Tier Subcontractors	Subcontractor Address	Type of Business (Large, SB, HUB Zone, SDB (incl. HBCU/MI), WOSB, VOSB, SDVOSB) List all Applicable Categories	Principal Supply /Service Provided	Complexity of Product /Service Provided (Brief Narrative)
XYZ Corp.	123 Main St. Anytown, NY 01345	Large		Manufactured to .01 tolerance
Acme, Ltd.	456 First Ave. Somewhere, NY 54321	SB, SDB, VOSB		Utilizing ISO 9000 and S100D standards with XML

The CCR & SBA Dynamic Small Business Search (http://ccr.gov <http://ccrpro-net.sba.gov/>) database will be viewed to verify the small business category or categories of the proposed small businesses in the table. The Offerors shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.105.

- NOTE 1: This information is for source selection evaluation purposes only. The Small Business Subcontracting Plan shall be submitted by the Offeror in accordance with FAR 52.219-9 Alternate II stating cumulative subcontracting goals and for each option in both dollars and percentages of total subcontracted amount.
- NOTE 2: Offerors are reminded that all goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan", unless the offeror is a participant in the Comprehensive Subcontracting Program.
- NOTE 3: Offerors are reminded that the Small Business Subcontracting Plan (required from large businesses only) shall correlate with the proposal information on small business participation.
- 4.2.5.9 Manufacturing The offeror shall:
- 4.2.5.9.1 Describe their overall approach to produce the KC-X , including offeror's facilities and capability to transition from SDD to LRIP and into full rate production.
- 4.2.5.9.2 Describe their Quality Management System, including changes or additions needed to meet contract requirements. The offeror shall describe how their quality system achieves stable, capable processes, prevents defects, and reduces variability of critical manufacturing processes.
- 4.2.5.9.3 Provide a Make or Buy Plan in accordance with FAR 15.407-2. Include the offeror's engine source selection process and criteria. The engine information should address the source selection balance between development, production, and operation cost, and technical performance and fuel efficiency.
- 4.2.5.9.4 Describe approach to achieve FAA production certification/licensing, or equivalent, for current and/or planned manufacturing/modification facilities, repair station approvals for MOB facilities,

proposed plan for supporting military depot certification, and operational approvals for commercial capabilities.

- 4.2.5.10 Test and Evaluation
- The offeror shall:
- 4.2.5.10.1 Describe the proposed integrated test and evaluation program. Include in the description:
- 4.2.5.10.1.1 Events and reviews required to test and evaluate the KC-X systems requirements and specifications. Include the following: system certification, test data scoring boards, integrated test team planning groups, technical reviews, and integrated reviews (contractor, developmental test, operational test, and FAA certification) of specific test event results.
- 4.2.5.10.1.2 DT and OT metrics that will be used to measure progress and effectiveness, including readiness for operational testing.
- 4.2.5.10.1.3 How the System Integration Lab (SIL)/hardware bench will be used to integrate mission systems, sub-systems, software/firmware during test and evaluation efforts.
- 4.2.5.10.1.4 Executing and reporting activities (FAA, DT&E, DT/OT, OT&E) using an integrated test team.
- 4.2.5.10.1.5 The strategy and schedule, and resources (personnel, equipment, facilities, and support) to accomplish the test and evaluation and verification of KC-X including:
- 4.2.5.10.1.5.1 Conducting DT/OT testing at offeror's facility.
- 4.2.5.10.1.5.2 Transitioning from testing activities at offeror's facility to Government testing.
- 4.2.5.10.1.5.3 Providing data or analyses that support the LFT&E strategy to include applicable vulnerability/survivability analysis.
- 4.2.5.10.1.5.4 Proposed methodology for verifying system requirements.
- 4.2.5.10.1.6 DT activities needed to support a Milestone C decision and OT activities needed to support IOT&E and full rate production decision.
- 4.2.5.10.1.7 DT/OT test and evaluation activities (i.e., date, type, agency, etc.) that have been accomplished on the baseline commercial aircraft.
- 4.2.5.10.1.8 LFT&E activities (i.e., date, type, agency, etc.) that have been accomplished on the baseline commercial aircraft.
- 4.2.5.10.1.9 A list of the Critical Technical Parameters (CTP) and the approach to test and evaluate the CTPs.
- 4.2.5.10.1.10 The instrumentation approach and support of follow-on receiver qualification phase at Edwards AFB, CA.
- 4.2.5.10.1.11 The plans to retain capability (instrumentation) for qualifying future receiver aircraft.
- 4.2.5.10.1.12 The approach for preoperational support of the KC-X system during DT&E/OT&E
- 4.2.5.10.1.13 The approach for maturing technology based on assessed technology readiness levels.

4.2.5.10.1.14 The timing and approach for demodifying test aircraft and retrofitting to the baseline production configuration.

# 4.2.5.11 Subcontract Management

Describe their subcontract management program/process, identify major/critical subcontractors, and include a description of the processes used to flow down requirements and to manage sub-contractor performance. Describe how major/critical subcontractors are included into the IPD team and team management processes. Describe their process and criteria for selecting major/critical subcontractors.

# 4.2.5.12 Data Rights Management:

Identify approach for pre-notifying the Government of any items, components, processes and related data developed, generated and utilized by the contractor, subcontractors, vendors and suppliers on the KC-X Program for which the contractor, subcontractor, vendor and suppliers refuse to provide data to the Government and/or refuse to provide the Government with less than non-exclusive, paid up Limited and Restricted Licensing Rights in accordance with special contract requirement H036.

# 4.2.6 Subfactor 5 - Technology Maturity and Demonstration

The offeror's proposal shall clearly and specifically identify each critical technology element (CTE) incorporated in the KC-X aircraft (see http://www.dod.mil/ddre/doc/tra\_deskbook\_2005.pdf) that is not at Technology Readiness Level (TRL) 9. For each CTE identified that is assessed below TRL9, the offeror shall identify the current TRL for the applicable CTE, along with supporting rationale and describe the approach to mature that CTE to TRL 9 during the SDD program.

# 4.3 Proposal Risk

Address proposal risk by identifying those aspects of the proposal you consider to have the potential for disruption of schedule, increased cost, poor performance, the need for increased government oversight, and/or the likelihood of unsuccessful contract performance. Classify each risk in accordance with AFFARS Mandatory Procedures 5315.3, Table 2 - Proposal Risk Ratings. Provide the rationale for each risk and its rating, including quantitative estimates of the impact on cost, schedule, and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (for example: SOW or specification requirements), whether or not those requirements are identified as subfactors.

- 5.0 Volume III -Past Performance Volume
- 5.1 General
- 5.1.1 The Offeror shall submit a Past Performance Volume that:
- 5.1.1.1 Identifies relevant present and past performance.
- 5.1.1.2 Includes the past 2 FAA, or equivalent, audits including write-ups and resolutions for any certificates or licenses to be used in the performance of the contract (e.g. production certificates, repair and/or alteration station license, parts manufacturer authorization). Audit write-ups shall be included as attachments to Volume III and shall not be included in the page count.
- 5.1.1.3 Indicates those current or recently completed contracts that they consider relevant and why. Categorize the relevance information to specific Mission Capability subfactors and /or the Cost/Price factor.
- 5.1.1.4 Indicates if the division proposed to perform the KC-X effort is the same division within the company that performed the past effort.
- 5.1.2 Relevance of present and recent Past Performance will be based upon the following:
- 5.1.2.1 Efforts involving the same or similar hardware, technology, and manufacturing processes

- 5.1.2.2 Efforts involving software intensive development/integration similar to what is proposed for the KC-X program
- 5.1.2.3 Similar effort performed by the same division or major critical subcontractors
- 5.1.2.4 Factors found during interviews, surveys, and performance report reviews
- 5.1.2.5 Contracts with equivalent dollar values, contract type, and complexity
- 5.1.2.6 Systems integration similar to the complexity of the KC-X program
- 5.1.2.7 Work performed at the same facilities proposed for the KC-X effort
- 5.1.3 Present and past performance information shall be provided in "Fact Sheets" for each referenced contract. Attachment 3 provides an example format. In lieu of the attachment 3 sample format, the Offeror's must use the past performance information tool at

https://pixs.wpafb.af.mil/PPI template/dIPPI.asp to the maximum extent possible. Hard copies of the pages generated from this tool shall be used in the hard copy of the past performance volume subject to the limitations of page count and should be Tab 1 of the past performance volume. Save the PPI database file as prime contractor name + RFP number + .mdb (e.g. XYZCompanyFA862606R0001.mdb) All other documents, as well as attachments 3-7 shall comply with the requirements contained in para 2.10 above. If offerors are unable to comply with this request, offeror format is acceptable provided an item letter to item letter correlation with attachment 3 and the PIXS template is followed. This information is required on the Offeror, as well as company divisions, all subcontractors, teaming partners, and/or joint venture partners proposed to perform 5% or more of the proposed effort, based on total price, or will perform aspects of the effort the Offeror considers critical to overall successful performance. Offerors are cautioned that the Government will use data provided by each Offeror in this volume and data obtained from other sources in the evaluation of past and present performance. The Offeror shall submit, along with the information required in this paragraph, a consent letter (see example at attachment 7) executed by each subcontractor, teaming partner, and/or joint venture partner authorizing release of adverse past performance information to the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance.

#### 5.1.4 Small Business Utilization

The Offeror shall submit a copy of its latest SF 294, Subcontracting Report for Individual Contracts, or SF 295, Summary Subcontract Report, for each of the contracts identified in the proposal as "Past Performance" as similar efforts to this solicitation, either as a prime or subcontractor. The Offeror shall provide the latest DCMA Subcontracting Program Compliance Rating letter including the rating narrative. In addition to the SF 294 or SF 295 data, the Offeror shall provide the following documentation:

- 1. Information on any awards you received within the past three years for outstanding support to SB, HUBZone, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI.
- 2. Performance evaluation ratings obtained on management of your subcontracting program, including utilization of small businesses and outreach efforts on three prior or current DoD contracts.
  - 3. Information on existing or pending mentor-protégé agreements

# 5.2 Early Proposal Information

Offerors shall send Past Performance questionnaires on each identified contract to the Government points of contact for that contract. This questionnaire is contained in attachment 4 (Past Performance Questionnaire). Responses to questionnaires and Past Performance Volume are to be provided directly to the KC-X Government contracting officer by the 30th calendar day after formal RFP release. The

questionnaire transmittal letter is provided in attachment 5 (Past Performance Questionnaire Transmittal Letter) and provides instructions for responding to the Government contracting officer. This letter is to be used for U.S. Government contracts. For commercial contracts, a client authorization letter shall be issued to those commercial POCs authorizing/instructing them to complete a Past Performance Questionnaire. A sample client authorization letter is provided in attachment 6 (Past Performance Client Authorization Letter). In attachment 8 (Past Performance Questionnaire Tracking Record), Offerors shall provide a listing of all contracting officers and program managers who were sent Past Performance Questionnaires with information regarding the tracking of those questionnaires. This shall be submitted as an attachment to Volume III and shall be excluded from the page count. The Offeror shall send Past Performance Questionnaire Transmittal and Client Authorization letters (for the Offeror's relevant contracts and for critical subcontractors, teaming contractors and/or joint venture partners' relevant contracts) with current contact information and submitted via Email to the government NLT 15 days after RFP release.

#### 5.3 Relevant Contracts

Submit Past Performance Information (Fact Sheets/PIXS template) on up to five (5) recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Also include information on two (2) recent contracts performed by other company divisions (if applicable) and each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. Categorize the relevant information into the specific Mission Capability subfactors listed in RFP Section M. Also provide the percentage of work proposed by the prime and major subcontractors for the KC-X contract effort and break out the work by SDD and Production phases. Submit the last two audits or inspections of the various certificates and licenses to be used in performance of the contract for themselves and any significant subcontractors (modifiers, engine manufacturer, maintenance facility, etc.) as an attachment to Volume III, Past Performance. This includes any production certificates, alteration station licenses, repair station licenses and parts manufacturer authorizations. This attachment will not be included in the page limitations for Volume III.

# 5.3.1 Problem Resolution Descriptions

The Offeror is required to clearly demonstrate management actions employed and their ability to overcome problems and the effects of those actions, in terms of improvements achieved or problems rectified. Merely having problems does not automatically equate to a little or no confidence rating since the problems encountered may have been on a more complex program or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. This may allow the Offeror to be considered a higher confidence candidate. Submittal of quality performance indicators or other management indicators that clearly support that an Offeror has overcome past problems is required.

#### 5.3.2 Format

The Offeror may expand the answering space on the "Fact Sheet/PIXS template" so the filled-in "Fact Sheet" for each relevant contract/effort covers no more than both sides of three 8.5 x 11 inch pages as per Paragraph 2.8.1. The Offeror shall make every effort to provide the most current information for the Points of Contact (POC) identified on the "Fact Sheet." (Attachment 3)

# 5.4 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, or subsidiary companies. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/ performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by

the Offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

5.5 Marking

All Past Performance materials shall include the following legend at the top and bottom of each page: SOURCE SELECTION INFORMATION - See FAR 3.104

- 6.0 Volume IV: Cost Volume
- 6.1 General Instructions, Ground Rules, and Funding Profile
- 6.1.1 General Instructions
- 6.1.1.1 Cost/Price means Cost to the Government.
- 6.1.1.2 Proposals shall be based on government fiscal year, which begins on 1 October and ends on 30 September.
- 6.1.1.3 Proposals shall be in Then Year (TY) Dollars unless stated specifically otherwise. TY Dollars are dollars that have been escalated into the time period of the performance of the contract. They are sometimes referred to as "escalated dollars," or "inflated dollars."
- 6.1.1.4 All costs are to be displayed by CWBS and CLIN.
- 6.1.1.5 Dollars shall be displayed in the same units (millions, thousands, and so on) for each program phase. Spreadsheets and supporting documents will identify the type of dollar (TY\$M, BY07\$M etc.) All financial data provided in the proposal will be in United States currency.
- 6.1.1.6 Costs shall be displayed and documented at the CWBS level at which they were estimated and shall roll-up (sum) at CWBS level 3.
- 6.1.1.7 Each cost form or format must clearly indicate, whenever applicable:

Whether costs are for SDD, Production and Deployment (PD), or Operations & Support (OS)

Appropriate CWBS/SOW/CLIN numbers

Applicable quantity information (at level 3 CWBS)

Whether the costs are Recurring or Non-recurring

For Prime Mission Product and Aircraft Integration whether the costs are related to hardware or software.

- 6.1.1.8 A CWBS summary cost roll-up shall display CWBS roll-ups (summations) from CWBS level 3 to CWBS level 1 (RFP Section L, attachment 9 form MC2607). The CWBS amounts shall track back to the basis of estimate amounts.
- 6.1.1.9 The offeror shall provide a CWBS dictionary for all estimated CWBS elements.
- 6.1.1.10 The baseline commercial aircraft is defined as the aircraft coming off the initial assembly line. The offeror will define what makes up the baseline commercial aircraft.
- 6.1.1.11 The offeror shall provide a weight statement in the format provided in RFP Section L, attachment 10. The offeror is allowed to provide detail at a lower level than the CWBS provided the weight details are provided and are rolled up to the appropriate CWBS level. In CWBS areas with no weight impact a Not Applicable (N/A) response is appropriate. Weight inputs shall be provided in pounds.
- 6.1.1.12 All cost information shall be submitted in no more than two binders. This volume shall be divided into three chapters as shown in section 6.2. The cost volumes shall be limited to 600 pages (8.5

- x 11 inches). When both sides of a sheet display printed material, it shall be counted as two pages. Excel tables and fold out attachments are excluded from the 600 page limit. However, no electronic table shall be submitted without either paper documentation or electronic documentation explaining what the table is, where the information came from or, how it is applicable. Attachments shall be provided in two separate binders ("Cost Volume Attachments Binder") with tabs separating sections. The attachments shall be restricted to two 3 ring binders no greater than 4 inches thick with tabs separating sections. The cost information shall be submitted in a three-ring, loose-leaf type binder, and be no greater than 4 inches thick. Font size for the contained pages can be no smaller than 12 point. Fold out pages in the size of 8.5 x 17 inches are permissible for foldout excel documents, excel tables, and attachments. The following are considered attachments: Software Parametric sheets, CWBS and CWBS Dictionaries, GFP Lists, Price Bill of Materials (PBOM), MC2607, O&S spreadsheets, and weight statements.
- 6.1.1.13 The offeror should assume a 25-year system life from the date each aircraft is delivered for O&S calculations (See attachment 16, O&S Cost Estimating Guide). The offeror shall calculate their O&S costs for 2 years beyond the date of their final production delivery. The Government will recognize this as the beginning of the O&S steady-state period, when all systems are available for operation. The Government will then calculate the remainder of the O&S costs to include the remaining steady-state period and the phase-out period.
- 6.1.1.14 The offeror's shall use the following definitions of nonrecurring and recurring for segregating costs and hours within their proposed System Development and Demonstration and the Production and Deployment phases of the program:

Nonrecurring: Elements of development and investment costs that generally occur only once in the life cycle of a system. Such costs are often found in engineering, system test, tooling, and preproduction activities, and also include basic design and development through first release of engineering drawings and data, all system and subsystem test activities (except end item acceptance testing), configuration audits, qualification testing, technical publications through initial release all basic tooling, engineering models, partially built units for development or test purposes only, units not built to operational configuration, and specialized work force training. It can also include nonrecurring design work in production where the contractor is incorporating configuration or production line changes.

Recurring: Repetitive elements of development and investment costs that may vary with the quantity being produced during any program phase. For example, during the development phase, repetitive production-like costs incurred when producing prototype and test units are considered recurring costs. Recurring costs include the following: engineering required for redesign, modification, reliability, maintainability, and associated evaluation and liaison; complete reporting elements produced either for test or for operational use; tool maintenance, modification, rework, and replacement; training all Military Service personnel to operate and maintain equipment; and reproduction and updating of technical data and manuals.

- 6.1.1.15 All electronic Microsoft Word and Microsoft Excel spreadsheets and files shall be working and functioning properly. Working or functioning properly means, if the cell should be part of a summation, it should be able to sum via an excel equation. No ADOBE picture files or similar formatted file of a spreadsheet or word document shall be acceptable. All Microsoft Word and Microsoft Excel files and cells shall be editable.
- 6.1.1.16 Budgetary Data/budgetary cost estimates include all cost beyond Lot 5. All proposed budgetary data/estimates shall be the same WBS level as the contractual option Lots 1-5. Within budgetary estimates, offeror shall provide budgetary cost estimate for organic depot stand-up. For example, offeror shall provide budgetary estimates for support equipment, spares, and technical data necessary for an organic depot to repair the KC-X aircraft. The above example does not limit the offeror from providing budgetary estimates for other items (beside support equipment, spares, and technical data) needed to stand-up an organic depot. Offeror is not responsible for providing MILCON, personnel, or government program management administration estimates to the Government. Detailed cost information is required for Lots 1-5 as well as all budgetary estimates.
- 6.1.2 Cost Information Requirements and Cost Credibility

These instructions are to assist the offeror in developing and presenting the information required to support the cost proposal. Proper presentation and adequate supporting documentation shall ensure that the cost/price proposal is fairly evaluated and that the government is able to understand all assumptions concerning the costs presented in the proposal. The burden of proof for cost credibility rests with the offeror; therefore, you are cautioned to submit cost information that is fully responsive to Federal Acquisition Regulation (FAR) requirements. The cost to the Government Panel (also known as the Cost Panel) will evaluate the offeror's cost proposal relative to the criteria of realism and reasonableness.

6.1.3 Estimating Techniques, Tools, Methods, and Documentation When responding to the Cost Volume requirements in the RFP, the offeror and its associated subcontractor(s) may use any generally accepted estimating techniques, including contemporary estimating methods such as Cost-to-Cost and Cost to Non-Cost Estimating Relationships (CERs); commercially available parametric cost models; in-house developed parametric models; etc. to develop its estimates.

The offeror shall model their cost proposal in Microsoft Excel version 2002 or later. The offeror shall build an Excel cost model. The cost model provided by the offeror must be a working model of the cost proposal that is based on the offeror's various estimating method(s) used in the proposal. The offeror's electronic cost model shall sum to a CWBS level 3 and higher format (RFP Section L attachment 11). The offeror shall provide a tutorial on how the cost spreadsheet is put together and how the individual parts interact to create the master spreadsheet. The offeror's cost model shall track to the form MC2607 (RFP Section L attachment 9). The MC2607 should trace to WBS level 1, 2, and 3. The offeror is required to submit electronic files using Excel with adequate documentation to support the Basis of Estimate as described in Section 6.4.7. For an example of documentation to support an estimate using Excel see RFP Section L, attachment 13.

- 6.1.4 Phasing of Funding Requirements
- SDD and Production & Deployment appropriations must be phased according to rules governing Appropriations Law and Department of Defense Regulations. All references to "fiscal year" refer to the U.S. Government's fiscal year of 1 Oct 30 Sep.
- 6.1.4.1 System Development & Demonstration (SDD): SDD funding is considered an "expenditure based" appropriation. A fiscal year's funding requirement must be limited to the actual expenses that will be invoiced in that fiscal year, plus any required termination liability. Termination liability represents the total cost of initiated, but uncompleted work or undelivered orders that the Air Force would be responsible for paying if the program was terminated. Dollars will be "obligated" or placed on contract incrementally, at the beginning of each new fiscal year only to fund invoices and termination liability projected for that fiscal year. In this sense, the contractor will "earn" SDD funding," i.e. SDD funding will be provided incrementally only to cover actual costs incurred. The fiscal year phasing of SDD costs must comply with this guidance.
- 6.1.4.2 Production (Procurement) and Deployment (PD): PD funding is considered an "obligation based" appropriation. PD funds must comply with the full-funding rules outlined in DoD 7000.14-R Vol. 2a Chapter 1, paragraphs 010202 and 010214. Full-funding requires that the annual budget request cover the Total Estimated Cost to deliver a given quantity of complete, militarily usable end items. Therefore, the total cost of a usable end item must be budgeted in a single fiscal year. Procurement costs may not be incrementally funded across fiscal years. In addition, production lots must be constrained to a 12 month delivery period. This means there may be no more than 12 months between the delivery of the first item in a production lot, and the delivery of the last item in that same production lot. Lot sizes must be constrained to this funded delivery period, and all costs associated with that lot must be phased in the year the lot option is exercised, regardless of when the funding would actually be expended or invoiced.
- 6.1.4.3. Quantities. The offeror shall provide cost estimates for the Most Probable Quantity production buys displayed below. The production estimate documentation shall include assumptions, ground rules, methodology, cost improvement curves, and all supporting data. All relationships and connections between SDD costs/prices and/or production option costs/prices and the costs shall be described.

The total quantities required for SDD are 4. In the event that SDD aircraft will require retrofit while in SDD to a new SDD configuration, the offeror shall account for these SDD retrofit costs within the proper WBS provided and provide estimating detail (6.4.4, and 6.4.7) in the basis of estimate, and ensure the offeror's IMS reflects this strategy. After completion of SDD, the 4 SDD aircraft will need to be retrofitted back to a production configuration. For estimating purposes the production buy quantities are 175. The total quantity of 179 includes the 4 retrofit aircraft. In the event any production aircraft require retrofitting, the offeror shall include the retrofit cost, schedule, and basis of estimate for the retrofit(s) to a level detailed 6.4.4. and 6.4.7. The following two tables provide the buy schedules for SDD and Production.

Production Buy Schedule (excluding 4 retrofit aircraft)

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	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	FYXX	Total
Buy Qty	7	12	15	15	15	15	15	15	15	15	15	15	6	175

Note: Schedule should be predicated on bidders IMS and entrance criteria for LRIP

#### Retrofit Schedule

	FYXX	Total												
Buy Qty			4											4

Note: Retrofit schedule should be predicated on bidders IMS.

#### 6.1.5 Government Funding Profile

The below government fiscal year funding profile is notional pending formal OSD deliberations. The offeror's proposal shall take this level of available contract funding into account when structuring the program and responding to this RFP. However, beyond FY09, offerors shall propose the government fiscal years and associated costs without regard to the available contract funding.

Then Year Dollars in Millions

FY07 FY08 FY09 SDD 140 250 830

Contractor costs must be comprehensive, and include profit and incentives, contractor requested Government Furnished Equipment/Facilities/Information/Material/Property (GFE/F/I/M/P) and any other required items. SDD termination liability must not exceed the funding profile above at any point during FY07/08/09. The above funding profile does not include other government costs such as program support, government test, etc. The above funding profile is for planning purposes only and is only a projected amount that may be available for contract award. The Government reserves the right to change the funding profile at any time in any direction.

# 6.2 Cost Estimate Formats: Basis of Estimate (BOE)

Chapter 1 - General Information. Table of contents, index, summary, changes in estimating or accounting practices, RFP exceptions and/or deviations

Chapter 2 - Cost Estimate Formats; Basis of Estimate.

Cost estimate formats include: Excel Spreadsheet model which reflects offeror's proposal, Price S Software Model file, other model files used in creating your estimate, Form MC2607, CWBS/SOW/CLIN Matrix, Completed Price S Software Parametric Forms, and other applicable (e.g., O&S formats). Basis of Estimate shall include a narrative with supporting data explaining how the proposed cost estimates (SDD, PD, O&S) were created. For SDD and PD, the BOE shall be provided down to at least CWBS level 3.

#### Chapter 3 - Other Information.

Any other cost/price information relevant to the proposal. An example of other information could be Government Furnished Property (GFP) (to include Equipment, Facilities, Software, Information, Material, or any other government owned commodity). Information relating to GFP shall include a complete priced list.

- 6.3 Chapter 1 General Information
- 6.3.1 Table of Contents. The table of contents shall identify the paragraph and page numbers of the contents of the volumes.
- 6.3.2 Changes in Estimating or Accounting Practices. When the proposal is submitted, any changes during the last three years in the offeror's estimating or accounting practices that impact the proposal's historical data or basic assumptions must be described and fully explained in writing. The offeror shall also submit any changes to his accounting system that are planned or which are required to comply with requirements for the acquisition phase.
- 6.3.3 RFP Exceptions and/or Deviations. The offeror shall comply to the maximum extent with the intent of the cost instructions and in the supplying of information that is current, timely, and in full support of the proposal. Exceptions or deviations to the solicitation requirements must be fully documented and explained. The instructions for preparation of the content of the Cost Volume shall not take precedence over requirements of other clauses of the contract, Public Law, or the Federal Acquisition Regulations.
- 6.4 Chapter 2 Cost Estimate Formats: Basis of Estimate (BOE)
- 6.4.1 CWBS Guidance: The offeror shall adhere to a product oriented CWBS provided in attachment 11 Preliminary Work Breakdown Structure (WBS) & Matrix.xls which corresponds to MIL-HDBK-881A (dated 30 July 2005) CWBS Level 3, Aircraft Systems (Appendix A of MIL-HDBK-881A). No deviations from MIL-HDBK-881A will be permitted without consent from the Government. The offeror shall develop a CWBS that expands the Air Vehicle portion of the CWBS to a lower level of indenture in order to add visibility to specific LRUs/components within a subsystem (high risk, high cost, critical technology, etc.). The offeror may also expand non-Air Vehicle CWBS elements as necessary for appropriate program management. For further guidance on the CWBS, see RFP Section L attachment 12.
- 6.4.2 Interdivisional Transfers: Are subject to the same dollar limit and documentation requirements as subcontracts.
- 6.4.3 CWBS/SOW/CLIN/Form 2607 Matrix: Offerors shall complete the Contract Work Breakdown Structure/Statement of Work/Contract Line Item Number/Form 2607 (CWBS/SOW/CLIN/Form 2607) Matrix in Then Year dollars by government fiscal year to at least CWBS Level 3 following MIL-HDBK-881A, Aircraft Systems (Appendix A). (See RFP Section L attachment 11). Then Year dollars shall sum to CWBS level one. This summary in Then Year dollars must be directly traceable to the proposed contract and Forms 2607. Provide this information in both Microsoft Excel and paper copy formats.
- 6.4.4 Form 2607: The CWBS/SOW/CLIN/Form 2607 Matrix identifies the CWBS elements for which Forms 2607 are required. Offerors shall submit a summary Form 2607 for the total program (CWBS level one) using Then Year dollars. Forms 2607 will also be submitted in Then Year dollars by fiscal year for each CWBS item identified on the CWBS/SOW/CLIN Matrix. Costs on the Forms 2607 shall reconcile with costs/prices shown on the CWBS/SOW/CLIN matrix and in the instant contract where applicable.

Cost information contained on the Form 2607 should reconcile with the offeror's basis of estimates submissions. A copy of the Form 2607 can be found in RFP Section L attachment 9. Use of form 2607, or an offeror's format that provides the same information, (i.e. labor hours by function, FCCOM, Profit/Fee, etc.) is mandatory. Supplemental information, in the offeror's own format, to support the Form 2607 displays may also be submitted. Offeror shall provide this information in both Microsoft Excel and paper copy formats.

- 6.4.5 Priced Bill of Materials (PBOM): The offeror will provide a PBOM by CWBS element level 3 and higher in Excel and paper copy format. An offeror unique format is permissible as long as the following items are contained within the PBOM: Title of material item, procurement quantity of item(s), spares quantity, test quantity, unit price of the material item, and a short description of the basis of estimate. As a note, the offeror is allowed, and encouraged, to estimate and provide detail at a level below CWBS level 3 so long as the costs sum up to CWBS level 3. These material costs shall be broken out by the following formats: total recurring material dollars, total nonrecurring material dollars, and by total material dollars (recurring and nonrecurring dollars). On another worksheet, these material dollars shall be spread by fiscal year by CWBS Level 3 and higher format. All dollars will be in Then Year dollars.
- Software Parametric Data. The offeror shall build a software parametric file using the PRICE S parametric model. The offeror shall model their software parametric file based on their KC-X software development concept, and provide their parametric model and completed Parametric Data Sheets (RFP Section L, attachment 14) on a CD-ROM disk for Government evaluation. The electronic software development file shall be built at a Computer Software Configuration Item (CSCI) level, and shall include subcontracted software, Commercial off the Shelf (COTS), Government off the Shelf (GOTS), reuse from a legacy program, and/or new development items. For COTS items, potential suppliers and costs shall be included in the Basis of Estimate (RFP Section L attachment 13). Potential suppliers and costs will be included in the offeror's generated software model. For GOTS software, the offeror shall provide information on the supplying Government agency to include points of contact, so the Government can verify the size and CSCI/CSC maturity level. Any GOTS software should be included in the offeror's PRICE S model for integration purposes. If the CSCI/CSC relies on legacy code (currently existing), the offer will provide the program name, size, and description of program maturity (e.g. legacy software developed under company IR&D legacy software development on XYZ aircraft program, etc). The offeror shall provide a CWBS number reference within the CSCI/CSC description. The offeror shall address software growth within the software parametric model. The offeror shall make use of the "Notes" capability within the electronic software PRICE S model to clearly define how inputs were derived or if any ground rules or assumptions were made. Such parametric inputs and resulting model shall be clearly reconcilable with the offeror's proposal. The offeror shall use the Source Lines of Code Definition below to build their PRICE S electronic model:
- 6.4.6.1 The PRICE S definition of Source Lines of Code (SLOC) is a size unit parameter that represents the number of logical lines of code of the software component. This value is usually determined by counting the number of delimiters (e.g. semi-colons). Comments are excluded from the SLOC count. This definition means that a PRICE S SLOC (1) may extend over more than one physical line, (2) represents a complete statement in the implementation language, and (3) includes executable and non-executable statements, but not comments. Note: Non-executable statements (such as, type declarations and data statements) are identified by the Fraction of SLOC that is Non-executable (FRAC) parameter value.
- 6.4.6.2 The offeror shall adjust the PRICE S model to match their software development process and business structure by adjusting the global, escalation, and financial factor's tables within PRICE S. Additionally, the offeror shall address, within the basis of estimate (BOE), how software growth is addressed. This can be done through the notepad feature found within the PRICE S program
- 6.4.7 Basis of Estimate (BOE). The offeror shall submit detailed data supporting the estimates. The documentation shall completely describe the cost element content (including GFE/F/I/M/P needs), philosophy, and methodology used to develop the estimate including appropriate references to any historical supporting cost data. If historical data does not support the proposed prices, a detailed

explanation of why the current estimate or how the current estimate was derived must be provided. Documentation shall logically correspond to the level at which the estimate was made. For example, if the lowest level is at CWBS level 6, then the documentation shall occur at that level. Lower level CWBS estimates may be aggregated and be documented at a higher level provided the lower level detail is discretely explained. Any hardware and software efforts should not be co-mingled within the lowest level CWBS. They shall be kept separate and each shall have their own Basis of Estimate. CWBS elements may contain multiple types of costs, i.e. material, labor, subcontracts, etc. For subcontracted efforts, including situations where multiple subcontractors have quotes for the same effort, the prime's proposal shall explain how the subcontractor quotes trace to the resultant costs used in the proposal. If the subcontractor(s) meet the \$11.5M or 10% of contract value threshold, the same level of cost information detail is required from the subcontractor as is required on the prime contract. For commercial items that meet the \$11.5M threshold, recent purchase history is adequate BOE documentation. The CWBS BOE shall describe each element of cost within the CWBS. Documentation is adequate when it enables the government to understand the technical content, estimating methodology, and the build up of the offeror's costs within the Excel model. All supporting data describing the basis of estimate shall be submitted in the MS Word documentation format (RFP Section L attachment 13).

- 6.4.8 Weight Statement: The Offeror shall complete the Weight Statement form provided in Section L attachment 10 of the KC-X RFP. This information is capturing the weight growth and/or reduction in weight after the baseline commercial aircraft is delivered to the location where the military modifications are taking place. All weights provided shall be in U.S. weights and measures and shall be rounded off to the nearest U.S pound.
- 6.4.9 Operating and Support Basis of Estimate: Offeror shall submit an O&S Data Form (RFP Section L attachment 15 O&S Data Form). If necessary to more fully describe the estimate content, the offeror may provide a lower level format. However, any lower level O&S format provided shall reconcile with the summary format.

O&S estimate documentation shall be done as a separate Microsoft WORD format (RFP Section L attachment 13 - BOE). The O&S estimate documentation shall include assumptions, ground rules, methodology, and supporting data. All relationships and connections between production option costs/prices and the O&S costs shall be described.

# 6.5 Chapter 3 - Other information

The offeror shall construct functional wrap rates in TY\$ by Government Fiscal Year (GFY) using only U.S. dollars in the format that follows. These wrap rates are to include Direct Labor, Overhead, Other Costs, G&A, Cost of Money, and Profit/Fee. If the other cost category is used, the offer shall provide definition of contents of "Other Costs." The Other Costs are, by definition, only those elements that have a direct cause and effect relationship to the direct labor base for that function (i.e., Engineering, Manufacturing, Tooling, Quality Assurance and Other). The offeror shall identify the elements of cost which do not have a direct cause and effect relationship but which must be recognized to reach the bottom line (labor and material), and provide Wrap add-on Rates that will load these elements through the cost line. The offeror shall address the basis of wrap rates, i.e., Forward Pricing Rate Proposal, Forward Pricing Rate Agreements (FPRA), new competitive rate structure, etc. The offeror shall ensure all rates are calculated in accordance with applicable Cost Accounting Standards. The offeror shall show, through one example, how the FPRA rates translate to a contractor rate found within the proposal. The offeror shall provide copies of the FPRA and associated agreement letter they are using, and provide at least one name and phone number of their Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) representatives. The above wrap rate information is required for each location for which detailed cost information was required and provided. In the event no FPRA rates agreements are in place or do not exist, the offeror will provide a wrap rate build-up using the latest negotiated union agreements, or local area labor analysis. The offeror shall provide rationale and documentation supporting their labor rate position including the source of the data build-up, and methodologies employed. If wrap rates originated via a foreign currency, the contractor shall provide a spreadsheet detailing the conversion factors to get from the foreign currency wrap rate to a U.S. currency

wrap rate found within the offeror's provided spreadsheets. No provided wrap rate shall be in any foreign currency.

	W	rap Rate Format			
Functional Category: (Example - Engineering)					
	GFY	GFY	GFY	GFY	GFY
Direct Labor					
Overhead					
Applicable Other					
General &					
FCCOM					
Profit/Fee					
Total Wrap Rate					

NOTE 1: Wrap rates are to be developed in Then Year (TY) dollars.

NOTE 2: FCCOM and Profit/Fee are not multiplicative, i.e., Profit cannot be included in FCCOM calculation base, and FCCOM cannot be included in Profit/Fee calculation base.

- 6.5.2 Cost Contract Parameters: The offeror shall fully address all proposed cost share ratios, target costs, minimum fees, maximum fees, and award fees (combined if applicable) for the proposed program effort and depict graphically.
- 6.5.3 Government Furnished Equipment, Facilities, Information, Material, Property (GFP): The offeror shall list and provide all current acquisition costs/prices for any required GFP. This list shall address need dates of any and all proposed modifications. The offeror shall provide information in a table format as shown below:

GFE/F/I/M/P Table						
	National Stock Number		Offeror inventory		•	Acquisition Value
Widget #1	252-333-1278	Jan 09-Jun 09	Y	\$1,800	3%	10,000
Widget #2	777-222-3323	May 08- Dec	N	N/A	N/A	\$8,000

For issues concerning or determining rental value of the GFP, see FAR 45.202-1 and FAR 52.245-9. All GFP not in contractors' possession must be priced at full acquisition cost.

- 6.5.4 Government Termination Liability Profile: The offeror shall provide an estimate of the Government total termination liability costs for development funded effort for each FY effort to the end of the SDD contract. Total termination liability is defined as expenditures plus non-cancelable commitments and shall reflect expected expenditures by GFY over the life of the program, tracking to proposed target costs and closing with a zero balance at the projected end of the program.
- 6.5.5 Subcontractor Information: The offeror shall provide a list of all subcontracts over \$11.5 million or 10% of the total contract value, whichever is lower. The list shall provide the name of the subcontractor, the contract value, and whether the contract value is based on estimates, quotes, or negotiated

subcontracts and subcontract type (FFP, FPI, etc.). In addition, for each cost type subcontract which equates to \$11.5 million or 10% or greater of the total contract value whichever is lower, the same level of cost information detail is required for the subcontractor as is required for the prime contractor as described in previous chapters. Subcontractors meeting the \$11.5 million or 10% of the total contract value threshold must comply with paragraph 6.4.7. The offeror shall provide any adjustments taken to the subcontract proposed values and the rationale for those adjustments.

6.5.6 Advance Buy/Long Lead: All production advance buy/long lead costs, if proposed under this contract, shall be included in the cost estimate data requirements previously described. The offeror shall provide the following information for each major production item requiring advance buy/long lead:

Item Description
Quantities Required by Fiscal Year
Lead Time in Months
CWBS element impacted

The offeror shall provide a quarterly estimate of total production termination liability costs from the start of the advance buy/long lead period to full production go-ahead. Any item that requires funding in the fiscal year proceeding the year of contract go-ahead shall be identified separately.

- 6.5.7 Management Reductions: If proposed costs have been decreased due to management reductions, the offeror shall provide a cost element summary and complete rationale containing the following: a complete description of the initiative, how it will be implemented, and quantitative results.
- 6.5.8 Commonality with Other Programs: Any cost reductions made in the proposal that are attributed to commonality with other programs, company-funded efforts or capitalization of equipment must be supported with the following:

## 6.5.8.1 Commonality

Identify the specific program(s) and why it is applicable.

Address the cost allowability and allocability of this action per FAR and your CAS disclosure statement.

#### 6.5.8.2 Company Funded Efforts

Identify the specific efforts, the planned start and end dates, the applicability to the current solicitation, the source of company funds and how you plan to account for or allocate these costs in accordance with generally accepted accounting principles, and your CAS Disclosure Statement, if applicable.

# 6.5.8.3 Capital Equipment

Identify the specific item(s) capitalized and what other application exists for the equipment. Provide corporate approvals for each action. Address the cost allowability and allocability of the action per the FAR and you CAS Disclosure Statement.

- 7.0 Volume V Factor 5: Integrated Fleet Aerial Refueling Assessment Volume
- 7.1 The offeror shall provide input data for the Integrated Fleet Aerial Refueling Assessment by populating the fields in the Government provided Excel Spreadsheet (attachment 17). The offeror-provided data shall represent the same aircraft and configuration proposed by the offeror as documented in the proposed system and aircraft specifications. The spreadsheet has four (4) tabs: Basic Data, Takeoff Data, ACN, and Climb and Cruise. All mandatory fields (highlighted in green) in all four tabs must be populated. Instructions for completing the spreadsheet are contained with the Excel document.
- 7.2 Attachment 18 (classified SECRET/NOFORN) is a multi-file attachment including specific mission requirements, in terms of aircraft delivery schedules or aerial refueling location, timing and offload;

basing/parking available for tankers; documents describing file contents; and a description of how the Integrated Fleet Aerial Refueling Assessment will be conducted by the government.

- 7.3 The scenario with specific mission requirements is provided as part of attachment 18, which includes tanker refueling demand in terms of location, duration, and timing. Attachment 18 also contains input files for the Government's Combined Mating and Ranging Planning System (CMARPS) modeling and simulation tool for the KC-135R base case. The KC-135R base case will be used as the basis of comparison for the fleet effectiveness value described in Section M.
- 7.4 Offerors may also provide their own analysis of the number of their proposed KC-X aircraft needed to meet the refueling demand from the evaluation scenario in attachment 18. Offerors shall use the ground rules specified in the attachment 18, but they may use any evaluation tool (software or other) to perform the analysis. If the offeror uses any evaluation tools other than government provided or approved tools, the offeror shall provide a description of the evaluation tools and the methods used to validate the tools.
- 7.5 Offerors desiring a copy of the CMARPS modeling and simulation tool should submit a request to the KC-X Contracting Officer, identified below. The CMARPS software will be made available with operating instructions, but limited technical support.

Ms Sandra Palmatier, Contracting Officer 653 Aeronautical Systems Squadron 1755 Eleventh Street Building 570 Wright-Patterson AFB OH 45433-7404

- 8.0 Volume VI Contract Documentation
- 8.1 Model Contract/Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract, and Sections A through L. This includes:

8.1.1 Section A - Solicitation/Contract Form

Completion of blocks 12 - 16 and signature and date for blocks 17 and 18 of the SF33. Signature by the offeror on the SF33 constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

8.1.2 Section B - Supplies or Services and Costs/Prices

The offeror shall provide completed pricing information as set forth in Section B of the model contract and the option matrix (Attachment 9) and incentive matrix (Attachment 7).

- 8.1.3 Section C Description/Specs/Work Statement
- 8.1.4 Section D Packaging and Marking

The offeror shall identify any items that require special packaging/marking.

- 8.1.5 Section E Inspection and Acceptance
- 8.1.6 Section F Deliveries or Performance

The offeror shall complete the delivery dates as set forth in section F of the model contract and the option matrix.

8.1.7 Section G - Contract Administrative Data

Contract Administration information is in Section G of the model contract.

# 8.1.8 Section H - Special Contract Requirements

The offeror shall provide the required information in accordance with Section H of the model contract.

#### 8.1.9 Section I - Contract Clauses

The offeror shall provide the required information in accordance with Section I of the model contract.

8.1.10 Section K - Representations, Certifications, and other Statements of Offerors
The offeror shall provide completed representations, certifications, acknowledgements, and statements
requiring explanation or instruction. The original signed copy should be submitted under separate cover
directly to the Procuring Contracting Officer. This information will be required to be submitted using
Online Representations and Certifications Application (ORCA).

#### 8.2 Exceptions to Solicitation Requirements

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, or identify exceptions as provided for by this paragraph. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 8.1.

Table 8.1 - Solicitation Exceptions

SOLICITATION Document	Page/Paragraph	Requirement/Portion	Rationale
Contract, ITO, etc.	and Paragraph	portion to which exception is	Describe why the requirement can/will not be met

# 8.3 Other Information Required

# 8.3.1 DD Form 2345 - Military Critical Technical Data Agreement

The offeror shall submit a DD Form 2345 in accordance with AFMC FARS 5352.227-9001.

# 8.3.2 Data Rights List

The offeror shall include a Data Rights List IAW special contract requirement H036, Identification and Assertion of Restrictions on Technical Data and Computer Software (Dec 2006).

#### 8.3.3 Berry Amendment Compliance

This solicitation contains the clause at DFARS 252.225-7014, Preference for Domestic Specialty Metals (Jun 2005) (Deviation) with Alternate 1 (Apr 2003) (Deviation) to that clause. Offerors are advised that the clause and Alternate 1 require that all specialty metals (as defined in the clause) that are incorporated into items delivered to the Government under the contract shall only contain specialty metals smelted in the United States, unless an exception in 10 USC 2533b applies. If you are awarded this contract, unless an exception applies, you and all of your subcontractors (at every subcontract tier) must deliver compliant products.

If an Offeror is unable to comply with the specialty metals restrictions set forth in the clause, and intends to seek an exception under 10 USC 2533b(b) ("Availability Exception"), the Offeror shall submit a request for a Domestic Non-Availability Determination (DNAD) waiver no later than 30 days after release of the RFP. Offerors requesting a DNAD shall provide factual information to justify approval of the determination as part of their DNAD request. This information shall be provided in a separate volume and shall include but not be limited to:

Identification of parts or families of parts that are not compliant to the maximum extent possible.

Cost and/or schedule impact to provide qualified parts, or evidence to establish that the offeror is unable to obtain or produce qualified parts at any price.

All submittals are subject to the provisions of FAR 52.215-1 and Block 9 of the face page (SF 33) of this RFP.

# 8.3.4 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

#### 8.3.5 Government Offices

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

8.3.6 Company/Division Address, Identifying Codes, and Applicable Designations Provide company/division's street address, county and facility code; Commercial and Government Entity (CAGE) code; Data Universal Numbering System (DUNS) code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

#### 8.3.7 Attachments to the Model Contract

The offeror shall provide the following as attachments to the model contract: SDD SOW, LRIP/Production SOW, System Specification, SDD IMP, Production IMP, GFP Requirements, CDRL.

# 8.3.7.1 GFP and/or Base Support Requirements

The Government plans to provide the items listed as GFP in Attachment 20 as Base Support Agreement. If the offeror requires the use of Government furnished property other than those specified, the offeror shall provide a list including quantity, federal stock number, nomenclature, date needed and duration of availability, rental value per FAR 45.1 and 45.2, reason for need, and cross reference to cost/price volume paragraphs which pertain to GFP and/or base support. The offeror shall also provide the written authorization from the cognizant ACO, as applicable. The offeror shall supply this information in the format shown in Table 8.2.

Table 8.2 - Sample: Required Information for Using GFP/Base Support

Quantity	Federal Stock #	Nomenclature	Duration of Need	Rental Value	Cross Ref. to Cost Prop
2 EA	FS156-09-234		1 Oct 03 - 30 Dec 04	\$1,000	 Volume IV, pages 23 – 27, paragraphs A- C

#### 8.3.7.2 Statement of Work (SOW)

Statements of Objectives (SOO) for SDD and LRIP/Production are provided as in Section J to the model contract (Section J, attachment 2 and attachment 11). These SOOs represent the Government's minimum objectives for the KC-X program. The offeror shall use these SOOs to propose WBS-structured SOWs which expand upon these minimum objectives to the extent necessary to conduct this acquisition. The proposed SOWs shall define the tasks required for the KC-X program, ensuring all minimum requirements of the Government provided SOOs and preliminary WBS have been addressed. The proposed SOWs shall consist of tasking statements. Each tasking statement shall reference the CDRL items which will be delivered by that task. The proposed SOWs shall not contain informational notes, as the Mission Capability volume provides ample opportunity for discussion and description of the offeror's approach and the IMP and IMS provide the mechanisms for describing specific details of the offeror's approach. The tasking statements in the SOWs, elements of the CWBS, and the IMP and IMS sections shall use a common numbering system. The proposed SOWs, when accepted by the Government, will be put on contract at award.

# 8.3.7.3 Integrated Master Plan (IMP)

See IMP description Para 4.2.5.3 for IMP preparation guidance.

#### 9.0 Volume VII - Oral Presentation

The Offeror shall deliver presentation material in the same format presented (slides, video, etc) during Oral Presentations (Sec L, Para. 2.6.2.1). Slides shall be delivered in .pdf format. Both the oral presentations and presentation material shall be used to explain the organization and general content of the mission capability volume and shall not include new information.

Section L attachments listed below, with the exception of Attachment 18, are contained within the Model contract, Section J Attachment Listing

#### 10. List of Attachments

Attachment 1: Section L - M Correlation Matrix

Attachment 2: Weapon System Integrity Matrix

Attachment 3: Past Performance Fact Sheets

Attachment 4: Past Performance Questionnaire

Attachment 5: Past Performance Questionnaire Transmittal Letter

Attachment 6: Past Performance Client Authorization Letter

Attachment 7: Example Format for Past Performance Consent Letter

Attachment 8: Past Performance Questionnaire Tracking Record

Attachment 9: Form MC2607

Attachment 10: Weight Statement

Attachment 11: Preliminary Work Breakdown Structure

Attachment 12: Additional CWBS Information

Attachment 13: Basis of Estimate (BOE) Documentation Example

Attachment 14: PRICE S Parametric Input

Attachment 15: O&S Data Form

Attachment 16: O&S Cost Estimating Guide

Attachment 17: Factor 5 Data Input Package

Attachment 18: Evaluation Scenario Data for CMARPS (Secret/NOFORN) (Not included in RFP)

Attachment 19: KC-X Acronym & Definition List

Attachment 20: Preliminary Base Support Agreement

Attachment 21: Cost and Software Data Reporting Contract Plan, DD Form 2794

Attachment 22: Cost and Software Data Reporting Subcontract Plan, DD Form 2794

Attachment 23: Subfactor 1 Requirements Allocation Table

.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

# A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.

52.247-47 EVALUATION -- F.O.B. ORIGIN (JUN 2003)

# B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.291-9007 EVALUATION OF OVER AND ABOVE WORK (AFMC) (JUL 1997)

Number of Hours '75,000'

Applies to Time-and-Materials CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),

Cost-Plus-Award-Fee CLIN(s) only.

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

#### OTHER SOLICITATION PROVISIONS IN FULL TEXT

# ASC/653 AESS M-II - SOLICITATION PROVISONS IN FULL TEXT (JAN 2007)

- 1 M001 SOURCE SELECTION
- 1.1 Basis for Contract Award

This is a capability based, best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), Air Force Federal Acquisition Regulation Supplement (AFFARS), dated June 2006, and the Air Force Materiel Command Federal Acquisition Regulation Supplement (AFMCFARS). These regulations are available electronically at the Air Force (AF) FAR Site, http://farsite.hill.af.mil.

The Government will select the best overall offer, based upon an integrated assessment of Mission Capability, Proposal Risk, Past Performance, Cost/Price and the Integrated Fleet Aerial Refueling Assessment (IFARA). Contract(s) may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors, to represent the best value to the Government. The Government seeks to award to the offeror who gives the AF the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance, and/or the IFARA of the higher priced offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

Award will be made to the offeror submitting the most advantageous proposal to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The Mission Capability, Proposal Risk, and Past Performance evaluation factors are of equal importance and individually more important than either Cost/Price or IFARA evaluation factors individually. The IFARA is equal in importance to Cost/Price. Within the Mission Capability factor, the five (5) subfactors are listed in descending order of relative importance from 1 to 5. In accordance with FAR 15.304(e), the Mission Capability, Proposal Risk, Past Performance, and IFARA evaluation factors, when combined, are significantly more important than Cost/Price; however, Cost/Price will contribute substantially to the selection decision.

Offerors are required to meet all solicitation requirements including terms and conditions, representations/certifications and technical requirements (except as noted in Paragraph 2.2.1) in addition to the factors/subfactors identified in paragraph 2 (M002 - Evaluation Factors). Failure to meet a solicitation requirement may result in an offeror being ineligible for award (AFFARS 5315.305(a))

#### 1.2 Number of Contracts to be Awarded

The Government intends to award one contract for the KC-X Program. However, based on cost and other considerations, the Government reserves the right not to award a contract at all.

# 1.3 Rejection of Unrealistic Offers

The Government may reject any proposal that is determined to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

## 1.4 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

1.5 Competitive Advantage from Use of GFP, GFE, GFI GFF, GFM (Government Furnished, Property, Equipment, Information, Facilities, and Material)-GFP implies all items listed.

The Government will eliminate any competitive advantage resulting from an offeror's proposed use of Government-furnished property (GFP). Any requested GFP for performance under this acquisition will be assigned a dollar value during evaluation. The Government will incorporate this assigned GFP value into the Most Probable Life Cycle Cost (MPLCC) of the respective offeror requesting the GFP.

# 2 M002 - EVALUATION FACTORS

#### 2.1 Evaluation Factors and Subfactors

The following factors and subfactors will be used to evaluate each proposal. Award will be made to the offeror submitting the most advantageous proposal to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The Mission Capability, Proposal Risk, and Past Performance evaluation factors are of equal importance and individually more important than either Cost/Price or IFARA evaluation factors individually. The IFARA is equal in importance to Cost/Price. Within the Mission Capability factor, the five (5) subfactors are listed in descending order of relative importance from 1 to 5. In accordance with FAR 15.304(e), the Mission Capability, Proposal Risk, Past Performance, and IFARA evaluation factors, when combined, are significantly more important than Cost/Price; however, Cost/Price will contribute substantially to the selection decision.

Factor 1: Mission Capability

Subfactor 1: Key System Requirements Subfactor 2: System Integration and Software

Subfactor 3: Product Support Subfactor 4: Program Management

Subfactor 5: Technology Maturity and Demonstration

Factor 2: Proposal Risk Factor 3: Past Performance

Factor 4: Cost/Price

Factor 5: Integrated Fleet Aerial Refueling Assessment

# 2.2 Factor 1: Mission Capability Factor

The Mission Capability evaluation provides an assessment of the offeror's capability to satisfy the Government's requirements. Mission Capability subfactors 1 - 5 will receive one of the color ratings described in AFFARS MP5315.3, paragraph 5.5.1, Table 2-1 - Mission Capability Ratings, excerpted below. The focus will be on the strengths and deficiencies of the offeror's proposal. The color rating depicts how well the offeror's proposal meets the Mission Capability subfactor requirements. (Mission Capability subfactor 5 will only receive 1 of 3 ratings: Acceptable (Green), Marginal (Yellow), or Unacceptable (Red)). Subfactor ratings shall not be rolled up into an overall color rating for the Mission Capability factor.

Table 2-1 - Mission Capability Ratings

<b>Color</b> Blue	Rating Exceptional	<b>Description</b> Exceeds specified minimum performance or capability requirements in a way beneficial to the Government; proposal must have one or more strengths and no deficiencies to receive a blue.
Green	Acceptable	Meets specified minimum performance or capability requirements delineated in the request for proposal; proposal rated green must have no deficiencies but may have one or more strengths.
Yellow	Marginal	Does not clearly meet some specified minimum performance or capability requirements delineated in the request for proposal, but any such uncertainty is correctable.
Red	Unacceptable	Fails to meet specified minimum performance or capability requirements; proposal has one or more deficiencies. Proposals with an unacceptable rating are not awardable.

# 2.2.1 Subfactor 1: Key System Requirements

Within this subfactor the Government will evaluate the proposal to determine that the offeror understands and has substantiated the ability to meet the requirements delineated in the SRD, except for the logistics requirements addressed in the Product Support section (Subfactor 3). All commitments to address at some level, meet, or exceed SRD requirements must be specifically reflected in the offeror's proposed system and aircraft specifications.

- 2.2.1.1 The requirements associated with the areas set forth in paragraph 2.2.1.2 below will be evaluated under this subfactor. The evaluation will be accomplished as follows:
- a. All KPP thresholds in 2.2.1.2a through 2.2.1.2d below must be met. Depending on substantiating rationale, positive consideration will be provided for performance above the stated KPP

thresholds up to the KPP objective level. No consideration will be provided for exceeding KPP objectives. If there is no stated objective and, depending on substantiating rationale, positive consideration will be provided when the specified capability above the KPP threshold is viewed as advantageous to the Government.

- b. All SRD requirements in paragraphs 2.2.1.2a through 2.2.1.2e below that are not KPP-thresholds are desired, but are considered part of the offeror's design trade space. For non-KPP requirements, the Government may give consideration for alternate proposed solutions or capabilities below the stated SRD requirement, depending on substantiating rationale. The Government may give additional consideration if the offeror proposes to meet (or exceed if there is an objective) the SRD threshold or requirement, depending on substantiating rationale.
- c. Within each of the paragraphs, 2.2.1.2a through 2.2.1.2e below, evaluation of the offeror's proposed capabilities and approaches against the SRD requirements will be made in the following descending order of relative importance: KPPs, KSAs, and all other non-KPP/KSA requirements.
- d. For paragraph 2.2.1.2 e below, a collective assessment will be made for all the related SRD requirements therein.
- 2.2.1.2 The Government will evaluate the offeror's approach to meet SRD requirements as follows:
- a. Aerial Refueling: The Government will evaluate the offeror's approach to meeting requirements related to aerial refueling. This evaluation will include: tanker aerial refueling, receiver aerial refueling, fuel offload versus radius range, drogue refueling systems (including simultaneous multipoint refueling), the operationally effective size of the boom envelope, the aerial refueling operator station and aircraft fuel efficiency.
- b. Airlift: The Government will evaluate the offeror's approach to meeting requirements related to airlift capability. This evaluation will include: airlift efficiency, cargo, passengers, aero-medical evacuation, ground turn time, and cargo bay re-configuration. The offeror's airlift efficiency will be normalized against the KC-135R airlift efficiency calculated with the same ground rules. An offeror's airlift efficiency value greater than 1.0 will be viewed as advantageous to the Government.
- c. Operational Utility: This evaluation will consist of an assessment of the contractor's approach to meeting the requirements relating to operational utility, including the following: aircraft maneuverability, worldwide airspace operations, communication/information systems (including Net-Ready capability), treaty compliance support, formation flight, intercontinental range, 7,000 foot runway operations, bare base airfield operations, and growth provisions for upgrades.
- d. Survivability: This evaluation will consist of an assessment of the contractor's approach to meeting the requirements relating to survivability, including the following: situational awareness, defensive systems against threats, chemical/biological capability, EMP protection, fuel tank fire/explosion protection, and night vision capability.
- e. Other system requirements: The Government will evaluate the proposed approach to address all SRD requirements not in a, b, c or d above or in Subfactor 3.

# Measure of Merit:

The Key System Requirements subfactor is met when the offeror:

- A. Demonstrates a thorough understanding of aerial refueling by:
- 1. Substantiating the ability to deliver a KC-X aircraft that meets (minimum requirement) or exceeds all KPP thresholds associated with aerial refueling, and
- 2. Substantiating the capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses to propose.
  - B. Demonstrates a thorough understanding of airlift by:

- 1. Substantiating the ability to deliver a KC-X aircraft that meets (minimum requirement) or exceeds all KPP thresholds associated with airlift, and
- 2. Substantiating the capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses to propose.
  - C. Demonstrates a thorough understanding of operational utility by:
- 1. Substantiating the ability to deliver a KC-X aircraft that meets (minimum requirement) or exceeds all KPP thresholds associated with operational utility, and
- 2. Substantiating the capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses to propose.
  - D. Demonstrates a thorough understanding of survivability by:
- 1. Substantiating the ability to deliver a KC-X aircraft that meets (minimum requirement) or exceeds all KPP thresholds associated with survivability, and
- 2. Substantiating the capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses to propose.
- E. Demonstrates a thorough understanding of other system requirements by substantiating the capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses to propose.
- F. Thoroughly substantiates and demonstrates a sound rationale for all proposed tradeoffs of capabilities and approaches against SRD requirements that are not KPP thresholds the offeror chooses not to propose.
- G. Completely documents the proposed performance and product with objectively verifiable requirements in the offeror's KC-X systems and aircraft specifications.
- H. Substantiates a thorough understanding of the military operating environment and ability to meet these requirements.

# 2.2.2 Subfactor 2: System Integration and Software

The Government will evaluate the proposal to determine the offeror's ability to implement a disciplined and institutionalized systems engineering approach necessary to successfully design, develop, integrate, validate and verify requirements, manufacture, and sustain the KC-X system as defined by the performance capability requirements set forth in the KC-X SRD. The software development capability (SDC) will be evaluated to determine the offeror's capability to manage and integrate the software elements required to satisfy the performance requirements. This Subfactor is intended to evaluate proposed processes/approaches to the attributes specified below; the associated evaluation of system performance as reflected in the SRD is accomplished under Subfactors 1 and 3.

The Government will assess the offeror's approach to the following:

Modular open systems approach

Systems engineering

System safety

Systems integration

Software development and integration

Airworthiness certification

Environmental safety and occupational health

System integrity programs

System Interoperability

Technical data and software deliverables and license rights

The Government will also assess the completeness of the data provided against that required to support approval of Class 1 ozone depleting substances (ODS) usage.

# Measure of Merit:

The System Integration and Software subfactor is met when the offeror substantiates the following:

A. An effective system/software quality process, including consideration of applicable CMMI level.

- B. An effective system/software design, development, integration, and verification process.
- C. A sound and effective modular open systems approach which defines a business and technical solution to provide ease of change for systems upgrades, technology insertion, and sustainment activities.
- D. A disciplined systems engineering approach (including system safety and integration necessary to successfully design, develop, integrate, test, evaluate, manufacture, and provide life cycle sustainment) and sufficiently documents a comprehensive and realistic systems integration approach in the KC-X System Specification, Tailored Airworthiness Certification Criteria, Statements of Work (SOWs), Integrated Master Plan (IMP), and Integrated Master Schedule (IMS).
- E. A comprehensive and effective system integrity program based on modifications/enhancements necessary to meet SRD requirements.
- F. A viable and effective ESOH process that includes: (1)handling of hazardous material; (2) minimizing or eliminating the use of ODS in the KC-X system; (3) providing sufficient data for ODS usage approval if required; and (4) analysis of hazardous materials ESOH impacts over the life cycle of the KC-X system.
  - G. A comprehensive and effective approach to airworthiness certification.
  - H. A comprehensive approach to meeting KC-X interoperability requirements.
- I. A comprehensive approach to providing technical data and software deliverables and appropriate license rights.

# 2.2.3 Subfactor 3: Product Support

The Government will evaluate the offeror's proposed product support approach for an efficient, effective, and comprehensive support program for the service life of the KC-X fleet. Evaluation of the offeror's proposed capabilities and approaches against the SRD requirements will be made in the following descending order of relative importance: KSAs, and all other non-KPP/KSA requirements.

The Government will evaluate the offeror's approach to achieve reliability, availability, maintainability, and supportability with an optimal logistics footprint. Attention will be given to the offeror's approach for substantiating a time-phased, comprehensive product support approach that addresses all Integrated Logistics Support (ILS) elements as applied in the logistics planning & analysis, Interim Contractor Support (ICS), and the transition from ICS to an organic sustainment posture phases as well as site activation and bed down, and training approaches.

The Government will evaluate operational availability (Ao), reliability and maintainability (R&M), and mission capable (MC) rate.

# Measure of Merit:

The Product Support subfactor is met when the offeror substantiates a time-phased, comprehensive product support approach that addresses all the integrated logistics support elements:

- A. Logistics planning and analysis: the offeror provides a comprehensive approach for conducting planning & analyses.
- B. Interim contractor support: the offeror provides a well-planned highly responsive approach to meet all the KC-X operations tempo requirements during the transition to organic support.
- C. Transition to organic two-level maintenance support: the offeror's approach is advantageous to the Government, timely, comprehensive and meets all necessary technical data, computer software, and associated license rights requirements.
  - D. The offeror's approach and rationale for proposed Ao, R&M, and MC rates.
- E. Logistics footprint: the offeror's approach optimizes the KC-X logistics footprint commensurate with their proposed availability, reliability and maintainability, supportability, and interoperability approach.
- F. Site Activation/Beddown: the offeror's approach to site activation and beddown is advantageous to the government, timely, and comprehensive.
- G. Training: the offeror provides a complete, accurate approach to conduct the aircrew TSRA; supports the government-conducted maintenance TSRA; provides a comprehensive plan for the design,

development, and conduct of Type 1 training for operators, maintainers, and support personnel; supports training system concurrency; and provides a training system data package for both Type 1 training and for the Aircrew Training System (ATS)/Maintenance Training System (MTS).

# 2.2.4 Subfactor 4: Program Management

The Government will evaluate the offeror's proposal to determine if the offeror's approach and ability to effectively and efficiently implement and manage the KC-X program is realistic and reasonable. Realism will be assessed to ensure the offeror's proposal reflects a clear understanding of program requirements, correlates to other program documentation, and is consistent with the approach described in the technical volumes. Reasonableness will be assessed to ensure the proposed logic and methodology reflected in program documentation is acceptable and reflects an understanding of commonly accepted program management concepts and practices. Specific management areas to be evaluated include:

Program integrated structure as defined and demonstrated by the proposed offeror's SOW, IMP, IMS, and CWBS that meets the Air Force Initial Operational Capability (IOC) requirements.

Approach for establishing initial manufacturing capability and transitioning into LRIP and full-rate production to include plans and procedures for FAA/ITAR compliant manufacturing and production.

Approach for quality management, management of major/critical subcontractors, and make vs. buy decisions.

A product-oriented CWBS that expands the preliminary WBS, to the end-item level.

Staffing approach, manpower ramp-up, and organizational structure.

Integrated risk management.

Test and evaluation program including retrofit of test aircraft.

Earned value management system (EVMS), and cost and software data reporting (CSDR) approach and plans established at the prime contractor level and flowed down through major/critical subcontractors.

Approach for managing technical data and software data rights.

Small Business Subcontracting Plan and Small Business Participation Plan documents that satisfy the requirements as identified in Section L, paragraph 4.2.5.8 and contract provisions FAR 52.219-9 - Alternate II and DFARS 252.219-7003, while taking into account Offeror's rationale and support for proposed goals below the identified targets.

Measure of Merit:

The subfactor is met when the offeror's proposal demonstrates a capability to effectively and efficiently implement and manage the KC-X Program. The offeror's capability will be demonstrated by:

A. Comprehensive and realistic SOWs for development and production based on the KC-X SOOs (attachments 2 and 11) and correlated with a product-oriented offeror CWBS using the preliminary WBS as a basis.

B. An IMS that is both realistic and reasonable as determined by the Government's schedule risk assessment (SRA). The IMS must be consistent with the performance described in the offeror's technical volume, reflect a clear understanding of program requirements, and durations must be compatible with the scope of work contained in the schedule. The results of the SRA will be the Government's risk adjusted schedule. The Government's risk adjusted schedule may be used to quantify impacts of

schedule risk and that risk may be reflected as part of the Government's Most Probable Life Cycle Cost (MPLCC).

- C. A comprehensive and fully integrated IMP that correlates with the IMS, SOWs and CWBS; includes key FAA certification, manufacturing, test and evaluation, and program risk management events, accomplishments, and criteria, that enables the Offeror's proposed IOC. A sound approach to achieving FAA Certification/Validation appropriate to the offered airframe/engine that complies with FAA or equivalent requirements.
- D. A comprehensive and realistic plan for obtaining and maintaining FAA production certification (or equivalent in accordance with approved bilateral airworthiness agreements).
- E. A sound approach to managing major/critical subcontractors to include appropriate flow-down of prime contract requirements, timely and robust management oversight of subcontractor performance, and an effective make vs. buy program.
- F. A feasible, effective, low risk manufacturing and quality assurance approach to integrating military capability into the commercial baseline aircraft and transition to full rate production.
- G. An effective and comprehensive program management system that includes an organizational structure and staffing approach that meets program objectives.
- H. A sound, realistic approach to conducting and supporting all required test and evaluation requirements/taskings taking into account system maturity and a cost effective approach for a timely complete retrofit of test aircraft to the baseline production configuration.
- I. A comprehensive integrated risk management approach that includes an initial KC-X program risk assessment and correlates to the IMP.
- J. A clear description of the offeror's certified and approved EVMS, and their comprehensive cost and software data reporting approach as reflected in draft CSDR plans that includes major subcontractors, and is based on and correlated with the CWBS.
  - K. A comprehensive approach to managing data rights.
- L. The level of small business commitment that the Offeror demonstrates for the KC-X Tanker acquisition. The following shall evidence small business participation:
- a. The extent to which such firms, as defined in FAR 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
  - c. The complexity and variety of the work small firms are to perform;
  - d. The realism of the proposal:
- e. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The target goals for the KC-X Tanker program are as follows: Small Business: 20%, inclusive of the following additional goals: Small Disadvantaged Business: 3%, Women-Owned Small Business: 3%, Historically Underutilized Business Zone (HUBZone) Small Business: 2%, Service Disabled Veteran-Owned Small Business: 0.5% and Veteran Owned Small Business: 2%.
- 2.2.5: Subfactor 5: Technology Maturity and Demonstration

This subfactor will evaluate the maturity of the critical technology elements (CTE), as described in the DoD Technology Readiness Assessment Deskbook

(http://www.dod.mil/ddre/doc/tra\_deskbook\_2005.pdf) that are included in the offeror's proposed KC-X aircraft. In accordance with section 801 and 805 of Public Law 109-163, the Government Milestone Decision Authority must certify that "the technology in the program has been demonstrated in a relevant environment". The evaluation color rating of this subfactor is limited to: Acceptable (Green); Marginal (Yellow); or Unacceptable (Red). The marginal (Yellow) rating is intended to communicate uncertainty and therefore indicate a need for clarification from the offeror, or indicate a need for adjudication by the OSD Milestone Decision Authority. The Government will not evaluate proposal risk for this subfactor.

#### Measure of Merit:

This subfactor is met (i.e. acceptable) when the offeror's proposal clearly identifies and substantiates all CTEs are assessed at TRL 6 or above and comprehensively identifies the approach to mature the CTEs to TRL 9 during the SDD program

# 2.3 Factor 2: Proposal Risk

Proposal risk will be evaluated at the mission capability subfactor level (Subfactors 1 - 4 only). The proposal risk evaluation focuses on the weaknesses associated with an offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance.

The mission capability subfactors (1 - 4) will receive one of the proposal risk ratings described in AFFARS MP5315.3, paragraph 5.5.2, Table 2 - Proposal Risk Ratings, excerpted below. The focus will be on the risks (i.e., weaknesses or significant weaknesses) of the offeror's proposed approach to each of the Mission Capability subfactors (1 - 4). For any weakness identified, the evaluation will address the offeror's proposed mitigation and why that mitigation approach is or is not manageable.

	Table 2-2 - Proposal Risk Ratings
Rating	Description
High	Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.
Moderate	Can potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

# 2.4 Factor 3: Past Performance

The Government evaluation team, known as the Performance Confidence Assessment Group (PCAG), will conduct an in-depth review and evaluation of all performance data obtained to determine how closely the work performed under those efforts, to include scope and risk, relates to the proposed effort. The PCAG will, as deemed necessary, confirm past and present performance data identified by offerors in their proposals and obtain additional past and present performance data, if available from other sources. The past performance evaluation factor assesses the degree of confidence the Government has in an offeror's ability to provide supplies that meet users' needs, including cost and schedule, based on a

demonstrated record of performance. In addition, offeror's performance in managing and mitigating program risk will be assessed. The past performance evaluation results in an assessment of the Government's confidence in the offeror's ability to fulfill the solicitation requirements while meeting schedule, budget, and performance quality constraints. The past performance evaluation considers each offeror's and major/critical subcontractor's demonstrated record of performance in supplying products and services that meet users' needs. After evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the mission capability subfactors 1-4 only and cost/price, the Government will assess performance confidence at an overall factor level.

# 2.4.1 Performance Confidence Assessment

Under the past performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Performance Confidence Assessment will be assessed at the overall factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the mission capability subfactors 1-4 only and cost or price. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet the user's needs, including cost and schedule. Each offeror will receive one of the following confidence ratings prescribed in AFFARS MP 5315.305 (10 Aug 05) and described in Table 2-3 below:

Table 2-3 -	Performai	nce Confidence	Assessments
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Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

#### 2.4.2 Relevance

The past performance evaluation is accomplished by reviewing aspects of an offeror's and major/critical subcontractor's relevant present and recent past performance, focusing on and targeting performance which is relevant to the mission capability subfactors 1-4 and cost/price factor. Relevance of present and recent past performance will be based upon the following:

Efforts involving the same or similar hardware, technology, manufacturing processes, and risks to include aerial refueling tankers.

Efforts involving software intensive development/integration similar to what is proposed for the KC-X program.

Similar effort performed by the same division or major critical subcontractors.

Factors found during interviews, surveys, and performance report reviews.

Contracts with equivalent dollar values, contract type, and complexity.

Systems integration similar to the complexity of the KC-X program.

Work performed at the same facilities proposed for the KC-X effort.

Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, FAR 52.219-9, Small Business Subcontracting Plan - Alternate II, and additional documentation provided at Section L Paragraph 5.1.4., Small Business Utilization.

This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed efforts. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments, foreign governments, and commercial customers.

The Past Performance Evaluation will be accomplished by reviewing aspects of an offeror's recent and relevant present and past performance, focusing on and targeting performance which is relevant to Mission Capability subfactors 1-4 and the Cost factor. A relevancy determination of the offeror's present and past performance, including joint ventures, subcontractors and/or teaming partners, will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed. The Government is not bound by the offeror's opinion of relevancy.

For each cited contract/workload, one of the following relevance levels reflecting the degree of relevance to the KC-X work will be assigned to work performed associated with the Mission Capability subfactors 1 - 4 and Cost/Price. The relevance level definitions are listed in Table 2-4:

	Table 2-4 - Relevance Levels
Relevance Level	Description
Very Relevant	Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
Relevant	Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.
Not Relevant	Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

# 2.4.3 Unknown Confidence

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the past performance factor.

#### 2.4.4 Past Performance Problems

Where relevant performance records indicate performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

#### 2.4.5 Methods

- 2.4.5.1 Past Performance information will be obtained through the Past Performance Information Retrieval System (PPIRS) and through similar systems of other Government departments and agencies. The Air Force provides past performance information to the PPIRS through the use of Contractor Performance Assessment Reports (CPARs). Additional past performance information will be obtained using questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.
- 2.4.5.2 Offerors are to note that, in conducting this assessment the Government reserves the right to use both data provided by the offeror and data obtained from other sources. The Government may consider the offeror's past performance in the aggregate rather than on a contract by contract basis. The Government may also give consideration to previous joint ventures or teaming arrangements in which one or more of the proposed partners participated, either with each other or with other entities in performing work similar to that which is being proposed to support the KC-X program.
- 2.4.5.3 More recent and more relevant performance by the same division/organization may have a greater impact on the performance confidence assessment than less recent or less relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than little or no record of relevant past performance. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.
- 2.4.5.4 The FAA (or equivalent) audits provided will be assessed for compliance with criteria for FAA approved certificates/licenses. The Government may also access commercial databases (e.g. Industry Analysis, FAA, NTSB and DOT) to review product history, maintenance reliability reporting and/or safety records. Past Performance group will also be looking at commercial market research and industry analysis type data.
- 2.5 Factor 4: Cost/Price
- 2.5.1 Criteria

The Cost Panel will evaluate the offeror's cost proposal against the following criteria:

2.5.1.1 Realism: Each offeror's proposed costs are realistic when the proposed costs are evaluated and found to be:

Realistic for the work to be performed.

Reflective of a clear understanding of the requirements.

Consistent with the unique methods of performance and materials described in the offeror's technical proposal (FAR 15.404-1 (d)(1) and 2.101).

#### 2.5.1.2 Reasonableness:

For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404. For additional information see FAR 31.201-3

The government will also check the factors proposed for all lots of the Variation in Quantity provision to ensure they are reasonable and based on reasonable methodology.

# 2.5.1.3 Cost/Price Risk Rating

A cost/price risk evaluation using the proposal risk ratings defined in the AFFARS MP 5315.3, paragraph 5.5.2, shall be applicable to the cost/price evaluation factor. The assessed cost/price risk rating (with

narrative) will be presented to the SSA. This risk rating will characterize the Government's evaluation of the offeror's proposed cost/price when compared to the corresponding portions of the independently computed Government most probable cost/price associated with SDD CLINs (0001-0012), regardless of contract type (e.g. CPIF, CPAF, FFP, FPIF, T&M, etc.) and Production and Deployment (PD) contract options (Lots 1-5), all CLINs (1001-5009) and all contract types. This evaluation also considers the extent to which the offeror's cost/price is realistic for the work to be performed. For example:

If a significant difference exists between the offeror's proposed cost/price and the Government's probable cost/price that is not reasonably explained in the offeror's proposal, then a "High Risk" rating may be assigned.

If only some difference exists between the offeror's proposed cost/price and the Government's probable cost/price that is not reasonably explained in the offeror's proposal, then a "Moderate Risk" rating may be assigned

If little difference exists between the offeror's proposed cost/price and the Government's probable cost/price then a "Low Risk" rating may be assigned.

2.5.2 Most Probable Life Cycle Cost (MPLCC)

The MPLCC is an independent government estimate, adjusted for technical, cost, and schedule risk, to include all contract, budgetary and other government costs (OGCs) associated with all phases of the entire weapon system life cycle (SDD, PD, and Operations and Support (O&S)). The independent government estimate will be done by work breakdown structure (Reference Section L, paragraph 6.4.1). The MPLCC is comprised of the following:

- 2.5.2.1 All SDD CLINs (0001-0012) regardless of contract type (e.g., CPIF, FFP, FPIF, etc.) associated with the contract.
- 2.5.2.2 All PD CLINs (1001-5009) regardless of contract type (e.g., CPIF, CPAF, FFP, FPIF, T&M, etc.) associated with the contract and budgetaries as applicable.
  - a. PD Options (Lot 1-5)
  - b. PD Budgetaries (Lots 6 and beyond)

The Production MPLCC quantities will be the target quantities set forth in the Variation in Quantity provision for Lots 1 through 5.

(Note: If the independent government estimate exceeds the FPIF ceiling price or FFP price, the MPLCC will be constrained to the FPIF ceiling price or FFP price, as applicable. However, the Government reserves the right to discretely identify to the SSA any delta (as cost risk to the contractor) between FPIF ceiling/FFP prices and the independent government estimate for consideration in making a best value decision.)

- 2.5.2.3 Award and Incentive Fee. Award fees for SDD will be estimated at 100%. Incentive fees for SDD and PD will be estimated to what would be earned at the most probable cost.
- 2.5.2.4 Other Government Costs (OGCs) include, but are not limited to, the following areas:
- a. Operations & Support (O&S) (Estimate will be based on the directions and information provided in Section L paragraph 6.1.1.13, and Section L paragraph 6.4.9)
  - b. Program Management Administration (PMA)
  - c. Government Test effort
  - d. Engineering Change Orders (ECO)
  - e. Government Furnished Equipment/Facilities/Information/ Material/Property (GFE/F/I/M/P).
  - f. Simulators and Trainers
  - g. Depot Activation

h. Military Construction (MILCON) (Note: Air Mobility Command and Air Force Material Command are estimating MILCON)

OGCs will be separately identified from contract costs and included in the appropriate acquisition phase.

Some elements of OGC will not vary based on the offeror's proposed KC-X aircraft solution. These elements include, but are not limited to, the following: PMA and Air Force unit manpower. PMA is based on resources, support resources, material, and other items needed to maintain the Air Force acquisition office. Air Force unit manpower is based on the Air Mobility Command (AMC) Manpower Estimate Report (MER). Air Force unit manpower is based on wartime manning requirements and will not vary by the offeror's proposed solution. Perceived efficiencies or effectiveness of an offeror's proposed solution will have no impact on these OGC elements and no adjustments will be made to these OGC estimates. In the event the MER is not available in time for incorporation in the O&S estimate during source selection, the Government reserves the right to exclude Air Force unit manpower from the Most Probable Life Cycle Cost (MPLCC) or estimate Air Force unit manpower in another manner. If Air Force unit manpower is calculated without the MER, ground rules and assumptions used by the Government will be provided to each offeror.

2.5.2.5 Risk Adjustments. The Government will assess the technical, cost, and schedule risk for the entire most probable life cycle cost estimate based upon the offeror's proposed approach. The Government will perform a Schedule Risk Assessment (SRA) and quantify the schedule risk accordingly. The Government will also assess risks associated with technical content as identified in the evaluation of the Mission Capability factor/subfactors 1 through 4, and other pure cost risks as identified during the cost evaluation. The impact of technical, schedule, and/or cost risk will be quantified (dollarized), where applicable, and included in the MPLCC. Additionally, the Government reserves the right to adjust budgetary estimates for technical, cost, and schedule risk.

#### 2.5.3 Unbalanced Pricing.

The Government will analyze proposals to determine whether they are unbalanced with respect to prices, quantity matrix factors or separately priced line items. Unbalanced pricing exists when, despite an acceptable total solicitation effort price, the price of one or more contract line items or a factor in the quantity matrices is significantly over or under stated as demonstrated by the application of price analysis techniques contained in FAR 15.404-1 (b), such that:

- 2.5.3.1 There is a reasonable doubt that the offer would result in the lowest overall cost to the Government, even though it is the lowest evaluated offer, or
- 2.5.3.2 The offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment.

Unbalanced pricing may increase performance risk and result in a higher proposal risk rating or the offer may be rejected if the Contracting Officer (CO) determines the lack of balance poses an unacceptable risk to the Government (FAR 15.404-1 (g)(3)).

# 2.6 Factor 5: Integrated Fleet Aerial Refueling Assessment

The Government will use modeling and simulation to provide an integrated assessment of the utility and flexibility for a fleet of the offeror's proposed KC-X by evaluating the number of aircraft required to fulfill the peak demand of the aerial refueling elements evaluated in the 2005 Mobility Capability Study (MCS). In the context of this evaluation scenario, the Government will determine the proposed KC-X's fleet effectiveness in relation to a KC-135R fleet.

The Government will conduct the analysis using offeror-provided data in the evaluation scenario by primarily using the Combined Mating and Ranging Planning System (CMARPS) modeling and simulation tool. The results of the CMARPS evaluation will provide the Government with the quantity (based on the

offeror-proposed KC-X aircraft) required to meet the mission requirements of the evaluation scenario. The same scenario will be run on CMARPS using a KC-135R only fleet to provide a baseline quantity for comparison.

The required number of KC-135R aircraft generated by the model will be divided by the number of proposed KC-X aircraft required to meet the same scenario. This ratio is the "fleet effectiveness value" for the proposed KC-X aircraft.

Example: (not based on actual analysis)
600 KC-135R aircraft (generated by model to meet scenario requirements)
400 KC-X aircraft (generated by model to meet scenario requirements)
600/400 = 1.5
The proposed KC-X aircraft receives a fleet effectiveness value of 1.5

The Government will report the "fleet effectiveness value" as determined by the evaluation as a standalone "value" to the SSA, along with any major insights and observations gleaned from the evaluation. This value will be determined by Government analysis taking into account the offeror's input data and considering any analysis performed by the offeror of the same evaluation scenario.

#### Measure of Merit:

A. A fleet effectiveness value of 1.0 will be assessed as equal in effectiveness to the KC-135R in the aerial refueling mission as evaluated by CMARPS for the evaluation scenario. A fleet effectiveness value greater than 1.0 will be assessed under these same conditions as more effective than the KC-135R, and will be viewed as more advantageous to the Government. Advantageous includes, but is not limited to, the flexibility for future tanker fleet replacement, additional alternatives that optimize a USAF tanker fleet for characteristics such as utility, availability and other future benefits, the ability to adapt to future warfare and other mission needs, the KC-X fleet utility over and above the current fleet, etc.

#### 2.7 Discussions

In accordance with the provision 52.215-1, entitled, "Instructions to Offerors - Competitive Acquisition (Jan 2004), Alternate I (Oct 1997)", the Government intends to evaluate proposals and award a contract after conducting discussions. However, the offeror should submit their best technical approach and price upon initial submission of the proposal. Offeror responses to Evaluation Notices (ENs), and the Final Proposal Revisions (FPR) will be considered in making the source selection decision.

# 3 M003 - PRE-AWARD SURVEY

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation. The Government may start the PAS based upon receipt of the past performance volume.

# 4 M004 - SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale